



BOARD OF TRUSTEES MEETING

Thursday, March 23, 2023 at 5:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

LIVE STREAM available at Town website

AGENDA – REVISED 3/21

This agenda is subject to revision 24 hours prior to commencement of the meeting.

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. Presentation of Revised Building Code by Pikes Peak Regional Building (PPRBD), Mr. Roger Lovell, Building Official

Consent Agenda

Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.

- [2.](#) Minutes from March 9, 2023 Meeting
3. Checks over \$15,000 - CIRSA (\$30,876.59)
- [4.](#) Financials (Feb-2023)

Staff/Department Reports

5. Attorney
6. Administrator/Clerk

Public Hearing

Mayor will open the hearing, calling on any public members wishing to speak for/against the request. Speaking time may be limited. Mayor will then close the hearing.

- [7.](#) 2023 Budget Amendment

Business Items

- [8.](#) Resolution 25-2023 to Amend the 2023 Budget
- [9.](#) First Reading of Ordinance 9-2023 to Consider Pikes Peak Regional Revised Building Code
- [10.](#) Special Event Application - Egg Hunt on the Village Green (Palmer Lake Arts Council, 4/8)
- [11.](#) Ordinance 8-2023 Amending Title 12 Regulating Snow Removal
- [12.](#) Ordinance 9-2023 to Authorize Sale of Town Property
- [13.](#) Resolution 26-2023 to Authorize Use of Cost Reimbursement Agreement (Development Review)
- [14.](#) Resolution 27-2023 to Authorize CMI as Interim Planner Consultant for Development Review
- [15.](#) Direction on Draft Ordinance to Amend and Create Code for Use of Cost Reimbursement Agreement
- [16.](#) Direction on Draft Ordinance to Amend Short Term Rental Code
- [17.](#) Authorize Mayor to Sign Request Letter - DOLA, Energy and Mineral Impact Assistance Fund
- [18.](#) Consider Direction for Elephant Rock Property First Initiative
- [19.](#) Review Prioritized Items and Additional Board Workshop (First Thursday/Month)

Public Comment

Public comments are encouraged to be emailed to the Town office at info@palmer-lake.org with subject line of Public Comment (48 hour prior to meeting) and shall be announced, distributed, and addressed at the meeting. Otherwise, please step to the microphone, state your name and address for the record and address the Board on matters not on the agenda. Please note that the Board will not take action on your concern but may refer it to staff and/or to a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!

Board Reports**Next Meeting (April 6 workshop; April 13 regular meeting) and Future Items****Convene to Executive Session**

For conference with town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402 (4)(b) - litigation and/or possible claims against town (PD complaint update); and for purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – elephant rock lease terms.

Reconvene to Open Session**Adjourn****Americans with Disabilities Act**

Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.



BOARD OF TRUSTEES MEETING

Thursday, March 09, 2023 at 5:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

MINUTES

Call to Order. Mayor Havenar called the meeting to order at 5:01 pm.

Pledge of Allegiance. Pledge was led by Trustee Ehrhardt.

Roll Call. Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Kevin Dreher, Sam Padgett, Jessica Farr, Dennis Stern.

Presentations

1. Fountain Creek Watershed, presentation by Alli Schuh. Ms Alli Schuh, Director, provided the background to the formation of the Fountain Creek Watershed, the purpose, the 14-year history, projects completed, and the assistance provided to municipalities.
2. Review of Elephant Rock Property Proposal (Willans). Mr/s Richard and Lindsey Willan provided a brief review of the original proposal of the Eco spa on the elephant rock property along with the background of activity since the initial Board direction to work with Carter Payne to occupy the property. At this time, Lindsey suggested further development involve a steering committee and further described what has changed from the original proposal. They have reduced the amount of property to about 3.6 acres if the town/parks consider holding 50 percent, including the pool area for the spa, the amphitheater area, the gymnasium for an activity center and want to start late spring/early summer. It was requested that they be allowed to lease to own. Richard offered to secure areas broken if the town wants to refurbish/hold. They agreed to restrictions on the property for future use. Mayor opened the floor to the public. Ms. Nikki McDonald suggested the town use the existing structure now as a wedding venue. Mr. Gene Kalesti stated the property is a gem and supports Nikki's comments. He suggested the town create leadership to run the venue. Ms. Amanda Hinnen supports the remarks and encouraged finding a fit sooner than later, estimating about \$1.5 ml to repair what exists. Ms. Samantha Deeder explained she is a resident of just two years and a member of Parks and supports the synergy of the ideas proposed. She suggested the town retain buildings and use them as a center and hire someone to run it on commission only and split all revenue. She stated it is a shame to tear down anything and only sell the small portion for the spa development. Ms. Phyllis Head remarked that the natural habitat needs to be embraced.

Consent Agenda

3. Minutes from February 23, 2023 Meeting. MOTION (Ball, Stern) to approve the minutes. Roll call vote – aye 7; nay 0. Motion passed.

Staff/Department Reports

4. Water. Collins noted that the previously hired water tech did not work out and the Water department will hold off advertising for another month.
5. Public Works including Roads & Park Maintenance. Supervisor Jason Dosch stated that two parks maintenance staff were hired. He thanked Awake Palmer Lake for funding the electrical work that CORE will be completing at the ped bridge in the next couple weeks. He reported that the lighting plan for the bridge is being worked on and explained the stimulus funds for the bridge repair work will be used instead for mill and overlay work (due to high bid in 2022). The design work for the elementary school project is underway and plan to issue bid requests in 2024. Additional roadway projects were reviewed.
6. Police
7. Fire. Collins noted that Fire received Gary Sinise grants funds in excess of \$25k for radio equipment and stated that interviews took place the prior Fri-Sat., for the Fire Chief position.
8. Administration
9. Attorney. Krob noted no report.
10. Administrator/Clerk. Collins provided an update on the water analysis activity, expecting a model capital improvement plan as early as April. The library doorframe repair is scheduled for 3/13. Board members received a copy of the amended 2023 budget for carryover, which will be on the 3/23 agenda. A reminder was made to register for upcoming Chamber events.

Public Hearing

11. Rezoning Parcels to R-10,000 (Action from 1992). Collins provided the background on the 1992 activity to rezone the lakeview area parcels. Action was taken with the Planning Commission and the Board of Trustees to rezone from R-3 (about 5,000 sq ft lots) to R-10,000 (10,000 sq ft lots) but an ordinance was not completed with the Board. Mayor Havenar opened the hearing to the public. Ms. Cyndee Henson inquired about the zoning difference. No other person spoke on the rezoning. Mayor Havenar closed the hearing.

Business Items

12. Ordinance to Adopt Rezoning to R-10,000. MOTION (Farr, Ball) to approve Ordinance 7-2023 to adopt the rezone to R-10,000. Roll call vote – aye 7; nay 0. Motion passed.
13. Direction on Ordinance to Regulate Snow Placement (Ch. 12 version or Ch. 10 version). Supervisor Jason Dosch was invited to speak about the issues he experiences with snow placement. He explained that some use heavy equipment to push snow on the roadway, across road to right of way, leave in piles, which all create various hazards. After he clears snow, often it is blown back into the roadway. Trustee Stern inquired about enforcement. It was noted that without an ordinance, there is nothing that the Police can address, as previously stated by Sgt Lundy at the prior meeting this item was introduced. Discussion took place about safety concerns. It was noted there are two versions of an ordinance – a short version to address just placement of snow, and a long version that addresses additional responsibility of a landowner about snow on private property. Mr. Roger Moseley supported Supervisor Dosch and stated it is the responsibility of the citizen to place snow appropriately. Ms. Cyndee Henson offered kudos to Supervisor Dosch for a great job. Mr. Tim Eckert stated it is okay for some property owners to place snow on his property. Discussion took place about this ordinance helping to address hazardous issues for the town roadways and right of ways, not to make an issue of random blown snow on other property. Discussion also took place about the penalty of the long version – general penalty for ordinance violation up to \$2600. Attorney Krob explained the general penalty and allowing the municipal judge flexibility for tickets. Mayor

Havenar confirmed the majority leaning to the long version of the ordinance to finalize for the next meeting.

14. Direction on Ordinance to Amend Short Term Rental Code. Discussion took place about the suggested modifications based on prior Board discussion as well as reconsidering the initial application fee to a pro-rated fee going forward. Mr. Roger Moseley stated he is concerned about inspections and off-street parking. Board members directed to incorporate the changes discussed and include a copy of the application packet (including the checklists) for further review at the next meeting.

15. Direction to Utilize a Cost Reimbursement Agreement for Development Review. Discussion took place about implementing a cost reimbursement agreement with applicants for town consultant time reviewing development plans. A sample agreement was reviewed. The Board agreed to bring a final version to the next meeting.

16. Discussion/Direction for Planner Consultant (Review Development). Discussion took place about the review of this item with the Planning Commission, a recommendation to involve a Planner consultant in the review of development plans. Collins noted with an RFP timeline, in the interim, that town staff involve CMI on current proposals. Mr. Roger Moseley stated that he does not want to see a pro-development consultant involved nor does he want a consultant who is involved in, or has a relationship with, the development. Collins stated town consultants are unbiased with review pursuant to town code. The Board agreed to begin this process and agreed to use CMI in the interim only.

17. Distribute PPRBD Revised Building Code Material; Set Hearing to Consider Adoption. Trustee Stern provided background to the upcoming code revision. It was noted that PPRBD will attend the next meeting, first reading, to present the changes, and the second reading and public hearing will be at the 4/13 meeting.

Public Comment

Mr. John Graham, Board President for District 49, made a public apology to Mayor Havenar and explained the actions that took place at a district meeting where mistaken identity took place of Mayor Havenar. He clarified that Mayor is welcome at all school events. Mayor Havenar accepted the apology. Ms. Amanda Hinnen inquired about presenting a proposed plan for the elephant rock property. Mayor Havenar stated the Board would accept written proposals at this time and invited them to be sent directly to members.

Board Reports. Mayor Havenar reported legislative review at PPACG and mentioned a few new bills to watch for Fire. She also stated a Hwy 105 discussion will take place with CDOT and Monument. Trustee Stern stated he is settling into the PPRBD advisory role, noting the code revisions.

Next Meeting (3/16 retreat; 3/23) and Future Items

Convene to Executive Session. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – elephant rock property parameters; sale of town property; and for conference with town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402 (4)(b) - litigation and/or possible claims against town. MOTION (Padgett, Farr) to convene to executive session at 7:11 pm. Roll call vote – aye 7; nay 0. Motion passed.

Adjourn. MOTION (Farr, Stern) adjourned at 8:35 pm.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
Financial Statements
February 2023
Unaudited



CASH POSITION

February 28, 2023



| TOWN OF PALMER LAKE | | | | |
|--|------------------------|-----------------------|--------------|---------------------|
| Schedule of Cash Position | | | | |
| February 28, 2023 | | | | |
| FINANCIAL INSTITUTION | TYPE OF ACCOUNT | CHECKING / SAVINGS | BANK RATE | BALANCE |
| OPERATING FUNDS: | | | | |
| Community Banks of CO | General Fund Operating | Checking | n/a | \$ 765,886 |
| <i>* Restricted - Operating Reserve - 3 months (\$582,475)</i> | | | | |
| Community Banks of CO | Water Fund Operating | Checking | n/a | \$ 1,047,562 |
| <i>* Restricted - Operating Reserve - 3 months (\$236,018)</i> | | | | |
| Colorado Trust (ColoTrust) | General Fund | Savings | 4.74% | \$ 1,434,762 |
| Subtotal - Operating Funds | | | | \$ 3,248,209 |
| RESTRICTED FUNDS: | | | | |
| Colorado Trust (ColoTrust) | Water Reserve 2010 | Savings | 4.74% | \$ 182,760 |
| Colorado Trust (ColoTrust) | Water Loan Reserve | Savings | 4.74% | \$ 202,470 |
| Colorado Trust (ColoTrust) | Water Savings | Savings | 4.74% | \$ 203,099 |
| Colorado Trust (ColoTrust) | Police CIP Reserve | Savings | 4.74% | \$ 7 |
| Colorado Trust (ColoTrust) | Fire CIP Reserve | Savings | 4.74% | \$ 60,977 |
| Colorado Trust (ColoTrust) | CTF Reserve | Savings | 4.74% | \$ 27,767 |
| Colorado Trust (ColoTrust) | Roads CIP Reserve | Savings | 4.74% | \$ 10,155 |
| Subtotal - Restricted Funds | | | | \$ 687,235 |
| TOTAL | | | | \$ 3,935,444 |

GENERAL FUND
February 2023



TOWN OF PALMER LAKE

Item 4.

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND For the Two Months Ended February 28, 2023 UNAUDITED

| | 2023 Adopted Budget | Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 17%) |
|--|---------------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Taxes | \$ 3,664,377 | \$ 483,586 | \$ (3,180,791) | 13% |
| Fees and Licenses | 261,435 | 35,943 | (225,492) | 14% |
| Intergovernmental | 6,000 | - | (6,000) | 0% |
| Fines | 90,000 | 7,113 | (82,887) | 8% |
| Interest income | 43,000 | 11,258 | (31,742) | 26% |
| Departmental | 49,500 | 6,002 | (43,498) | 12% |
| Miscellaneous income | 117,200 | 40,694 | (76,506) | 35% |
| Total Revenue | \$ 4,231,512 | \$ 584,596 | \$ (3,646,916) | 14% |
| EXPENDITURES | | | | |
| General and Administrative | | | | |
| Salaries and Benefits | \$ 274,996 | \$ 38,623 | \$ 236,373 | 14% |
| Professional Services | 305,475 | 25,213 | 280,262 | 8% |
| General Administration | 585,317 | 48,515 | 536,802 | 8% |
| Total General and Administrative | \$ 1,165,788 | \$ 112,351 | \$ 1,053,437 | 10% |
| Police Department | | | | |
| Salaries and Benefits | \$ 781,175 | \$ 87,592 | \$ 693,583 | 11% |
| Professional Services | - | - | - | 0% |
| General Administration | 122,399 | 3,573 | 118,826 | 3% |
| Total Police Department | \$ 903,574 | \$ 91,165 | \$ 812,409 | 10% |
| Fire Department | | | | |
| Salaries and Benefits | \$ 867,644 | \$ 89,456 | \$ 778,188 | 10% |
| Professional Services | - | - | - | 0% |
| General Administration | 289,420 | 7,607 | 281,813 | 3% |
| Total Fire Department | \$ 1,157,064 | \$ 97,063 | \$ 1,060,001 | 8% |
| Public Works Department - Roads | | | | |
| Salaries and Benefits | \$ 315,186 | \$ 30,193 | \$ 284,993 | 10% |
| Professional Services | 30,000 | 1,250 | 28,750 | 4% |
| General Administration | 622,861 | 13,930 | 608,931 | 2% |
| Total Roads Department | \$ 968,047 | \$ 45,373 | \$ 922,674 | 5% |
| Public Works Department - Parks | | | | |
| General Administration | \$ 37,040 | \$ 389 | \$ 36,651 | 1% |
| Total Parks Department | \$ 37,040 | \$ 389 | \$ 36,651 | 1% |
| Total Expenditures | \$ 4,231,512 | \$ 346,341 | \$ 3,885,172 | 8% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ - | \$ 238,255 | \$ 238,256 | |
| FUNDS BALANCE - BEGINNING OF YEAR - estimated | | \$ 2,997,181 | | |
| FUNDS BALANCE - END OF YEAR | | \$ 3,235,436 | | |
| Less: | | | | |
| Restricted: | | | | |
| Operating Reserve - 3 months | | (582,475) | <i>Note 1</i> | |
| Fire and Roads - CIP Reserve | | (71,133) | | |
| FUNDS AVAILABLE - END OF YEAR - Unrestricted | | \$ 2,581,828 | | |

Note 1: A 12 Month Operating Reserve would be Optimum

WATER ENTERPRISE FUND

February 2023



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL WATER ENTERPRISE FUND

For the Two Months Ended February 28, 2023
UNAUDITED

| | 2023 Adopted Budget | Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 17%) |
|---|---------------------------|--------------------------|--|-----------------------------------|
| REVENUE | | | | |
| Water Revenue | \$ 1,156,000 | \$ 182,664 | \$ (973,336) | 16% |
| Water Fees | 55,000 | 9,241 | (45,759) | 17% |
| Water Taps | 100,000 | 8,271 | (91,729) | 8% |
| Late Fees/ Service Fees | 14,000 | 3,378 | (10,622) | 24% |
| Water Meters | 3,000 | 650 | (2,350) | 22% |
| ARP Funds | 259,238 | - | (259,238) | 0% |
| Interest | 14,000 | 4,398 | (10,339) | 31% |
| Miscellaneous | 10,200 | - | (10,200) | 0% |
| Total Revenue | <u>\$ 1,611,438</u> | <u>\$ 208,602</u> | <u>\$ (1,403,573)</u> | <u>13%</u> |
| EXPENDITURES | | | | |
| Salaries and Benefits | \$ 562,906 | \$ 62,180 | \$ 500,726 | 11% |
| Professional Services | 183,225 | 20,152 | 163,073 | 11% |
| Administrative | 200,570 | 33,929 | 166,641 | 17% |
| Operations | 222,270 | 18,455 | 203,815 | 8% |
| Capital | 259,238 | 2,625 | 256,613 | 1% |
| Debt Service | 183,229 | - | 183,229 | 0% |
| Total Expenditures | <u>\$ 1,611,438</u> | <u>\$ 137,341</u> | <u>\$ 1,474,097</u> | <u>9%</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | <u>\$ -</u> | <u>\$ 71,261</u> | <u>\$ 70,524</u> | |
| FUNDS AVAILABLE - BEGINNING OF YEAR -estimated | | <u>\$ 818,331</u> | | |
| FUNDS AVAILABLE - END OF YEAR | | <u>\$ 889,592</u> | | |
| Less: | | | | |
| Restricted: | | | | |
| Operating Reserve - 3 months (CWR&PDA Loan Requirement) | | (236,018) | <i>Note 1</i> | |
| Water Loan Reserve | | (202,470) | | |
| Water Reserve - 2010 | | <u>(182,760)</u> | | |
| FUNDS AVAILABLE - END OF YEAR - Unrestricted | | <u><u>\$ 268,344</u></u> | | |

Note 1: A 12 Month Operating Reserve would be Optimum

CONSERVATION TRUST FUND

February 2023



TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND For the Two Months Ended February 28, 2023 UNAUDITED

| | 2023 Adopted Budget | Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 17%) |
|---|---------------------------|-------------------------|--|-----------------------------------|
| REVENUE | | | | |
| State Shared Revenue | \$ 36,140 | \$ - | \$ (36,140) | 0% |
| Interest/Miscellaneous income | 400 | 208 | (192) | 52% |
| Total Revenue | <u>\$ 36,540</u> | <u>\$ 208</u> | <u>\$ (36,332)</u> | <u>1%</u> |
| EXPENDITURES | | | | |
| Salaries and Benefits | \$ 20,866 | \$ - | \$ 20,866 | 0% |
| Administrative | 15,674 | - | 15,674 | 0% |
| Total Expenditures | <u>\$ 36,540</u> | <u>\$ -</u> | <u>\$ 36,540</u> | <u>0%</u> |
| NET CHANGE IN FUND BALANCE | <u>\$ -</u> | <u>\$ 208</u> | <u>\$ 208</u> | |
| FUND BALANCE - BEGINNING OF YEAR - estimated | | <u>\$ 37,610</u> | | |
| FUND BALANCE - END OF YEAR - Restricted | | <u><u>\$ 37,818</u></u> | | |

GRANTS AND DONATIONS

February 2023



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE AND EXPENDITURES - BUDGET AND ACTUAL GRANTS & DONATIONS

Item 4.

For the Two Months Ended February 28, 2023

UNAUDITED

For Information Purposes Only

| | 2023 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 17%) |
|--|------------------------|-----------------------|---|--|
| REVENUE | | | | |
| Colo. State Historical Society ADA Door | \$ 42,000 | \$ - | \$ (42,000) | 0% |
| Police Donations/ Grants | 5,000 | 900 | (4,100) | 18% |
| CDOT PL Elementary Road Improvement | 145,682 | - | (145,682) | 0% |
| CDOT Bridge Rehab | 200,000 | - | (200,000) | 0% |
| Parks Donations/ Grants | 2,500 | 790 | (1,710) | 32% |
| Total Revenue | <u>\$ 395,182</u> | <u>\$ 1,690</u> | <u>\$ (393,492)</u> | <u>0%</u> |
| EXPENDITURES | | | | |
| General Administrative | | | | |
| Colo. State Historical Society ADA Door | \$ 42,000 | \$ - | \$ 42,000 | 0% |
| Total General Administrative Expenditures | <u>\$ 42,000</u> | <u>\$ -</u> | <u>\$ 42,000</u> | <u>0%</u> |
| Police Department Expenditures | | | | |
| Grant Expense | \$ 5,000 | \$ 2,400 | \$ 2,600 | 48% |
| Total Police Department Expenditures | <u>\$ 5,000</u> | <u>\$ 2,400</u> | <u>\$ 2,600</u> | <u>48%</u> |
| Roads Department Expenditures | | | | |
| CDOT Bridge Rehab | \$ 200,000 | \$ - | \$ 200,000 | 0% |
| CDOT PL Elementary Road Improvements | 145,682 | 4,600 | 141,082 | 3% |
| Total Roads Department Expenditures | <u>\$ 345,682</u> | <u>\$ 4,600</u> | <u>\$ 341,082</u> | <u>1%</u> |
| Parks Department Expenditures | | | | |
| Parks Committee (donations) | \$ 2,500 | \$ - | \$ 2,500 | 0% |
| Total Parks Department Expenditures | <u>\$ 2,500</u> | <u>\$ -</u> | <u>\$ 2,500</u> | <u>0%</u> |
| Total Expenditures | <u>\$ 395,182</u> | <u>\$ 7,000</u> | <u>\$ 388,182</u> | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | <u>\$ -</u> | <u>\$ (5,310)</u> | <u>\$ (5,310)</u> | |

Check Register

February 2023



Ranges: From: To: From: To:
 Check Number First Last Check Date 2/1/2023 2/28/2023
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Check Number

* Voided Checks

| Check Number | Vendor ID | Vendor Check Name | Check Date | Checkbook ID | Audit Trail Code | Amount |
|--------------|-----------------|--------------------------------|------------|-----------------|------------------|-------------|
| 48691 | MCCANDLESTRUCK | MCCANDLESS TRUCK CENTER LLC | 2/6/2023 | COBANK-CKG 9495 | PMCHK00000082 | \$6,415.79 |
| 48692 | AMCOBI | AmCobi | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$1,690.59 |
| 48693 | AUSTINKUMBERA | AUSTIN KUMBERA | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$575.00 |
| 48694 | BH | BLACK HILLS ENERGY | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$1,994.96 |
| 48695 | CHAVEZCONSULTIN | CHAVEZ CONSULTING INC., LLC | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$1,718.75 |
| 48696 | CHRISTIANBROTHE | CHRISTIAN BROTHERS AUTOMOTIVE | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$5,286.00 |
| 48697 | CKT | COMMON KNOWLEDGE TECHNOLOGY | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$2,190.00 |
| 48698 | COMMUNITYMATTER | COMMUNITY MATTERS INSTITUTE | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$5,703.75 |
| 48699 | COREELECTRICCOO | CORE ELECTRIC COOPERATIVE | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$11,117.56 |
| 48700 | EMERGENCYNETWOR | EMERGENCY NETWORK SECURITY SYS | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$30.50 |
| 48701 | ESO | ESO SOLUTIONS, INC. | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$208.53 |
| 48702 | GRAINGER | GRAINGER | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$852.38 |
| 48703 | HOLMAN | HOLMAN | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$1,017.72 |
| 48704 | HOMEDEPOTCREDIT | HOME DEPOT CREDIT SERVICES | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$57.75 |
| 48705 | JESSICACORDOVA | Jessica Cordova | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$75.00 |
| 48706 | KENYONPJORDAN | KENYON P. JORDAN, PH.D. | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$275.00 |
| 48707 | KROBLAWOFFICES | KROB LAW OFFICE, LLC | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$2,397.50 |
| 48708 | GREASEMONKEY | MY FLEET CENTER | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$151.68 |
| 48709 | OREILLY | O'REILLY | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$66.48 |
| 48710 | PALMERLAKESANIT | PALMER LAKE SANITATION | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$1,244.78 |
| 48711 | STERICYCLE | STERICYCLE, INC. | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$36.75 |
| 48712 | SUSANKUEHSTER | SUSAN KUEHSTER | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$90.00 |
| 48713 | GAZETTE | THE GAZETTE | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$54.96 |
| 48714 | UNCC | UTILITY NOTIFICATION CENTER OF | 2/8/2023 | COBANK-CKG 9495 | PMCHK00000083 | \$64.64 |
| 48715 | MCCURRY,KENTON | Kenton McCurry | 2/10/2023 | COBANK-CKG 9495 | PMCHK00000088 | \$1,325.12 |
| 48716 | MCCURRY,KENTON | Kenton McCurry | 2/14/2023 | COBANK-CKG 9495 | PMCHK00000087 | \$561.35 |
| 48717 | AIRGAS | AIRGAS USA, LLC | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$102.17 |
| 48718 | AMCOBIIT | AMCOBI | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$3,714.50 |
| 48719 | AT&TMOBILITY | AT & T MOBILITY | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$1,409.44 |
| 48720 | CLAYTONKNOX | CLAYTON KNOX | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$640.15 |
| 48721 | COLORADODIVISIO | COLORADO DIVISION OF FIRE PREV | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$30.00 |
| 48722 | CKT | COMMON KNOWLEDGE TECHNOLOGY | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$4,425.00 |
| 48723 | DPCINDUSTRIES | DPC INDUSTRIES, INC. | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$2,419.94 |
| 48724 | EVOQUA | EVOQUA WATER TECHNOLOGIES LLC | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$1,250.00 |
| 48725 | GARCIAWOOD | GARCIA WOOD | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$235.00 |
| 48726 | GRAINGER | GRAINGER | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$40.62 |
| 48727 | HELLOHOUSEKEEPI | HELLO HOUSEKEEPING | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$1,200.00 |
| 48728 | LUMEN | LEVEL 3 COMMUNICATIONS, LLC | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$627.96 |
| 48729 | LYONSGADDIS | LYONS GADDIS | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$1,058.50 |
| 48730 | MITCHELLKING | MITCHELL KING | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$447.73 |
| 48731 | MES | MUNICIPAL EMERGENCY SVCS | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$188.38 |
| 48732 | OREILLY | O'REILLY | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$69.93 |
| 48733 | T2SYSTEMS | T2 SYSTEMS CANADA INC. | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$70.00 |
| 48734 | KNASTERTECHNOLO | THE KNASTER TECHNOLOGY GROUP | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$387.00 |
| 48735 | TOTALOFFICE | TOTAL OFFICE | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$36.15 |
| 48736 | VETERANSTOWINGA | VETERAN'S TOWING AND RECOVERY | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$101.43 |
| 48737 | XEROX | XEROX BUSINESS SOLUTIONS SOUTH | 2/17/2023 | COBANK-CKG 9495 | PMCHK00000084 | \$1,296.10 |
| 48738 | CICCOLELLAJOHNS | JOHN CICCOLELLA | 2/23/2023 | COBANK-CKG 9495 | PMCHK00000085 | \$320.00 |
| 48739 | DYNAMICAIRSYSTE | DYNAMIC AIR SYSTEMS | 2/24/2023 | COBANK-CKG 9495 | PMCHK00000089 | \$465.00 |
| 48740 | DYNAMICAIRSYSTE | DYNAMIC AIR SYSTEMS | 2/28/2023 | COBANK-CKG 9495 | PMCHK00000090 | \$420.00 |

Total Checks: 50

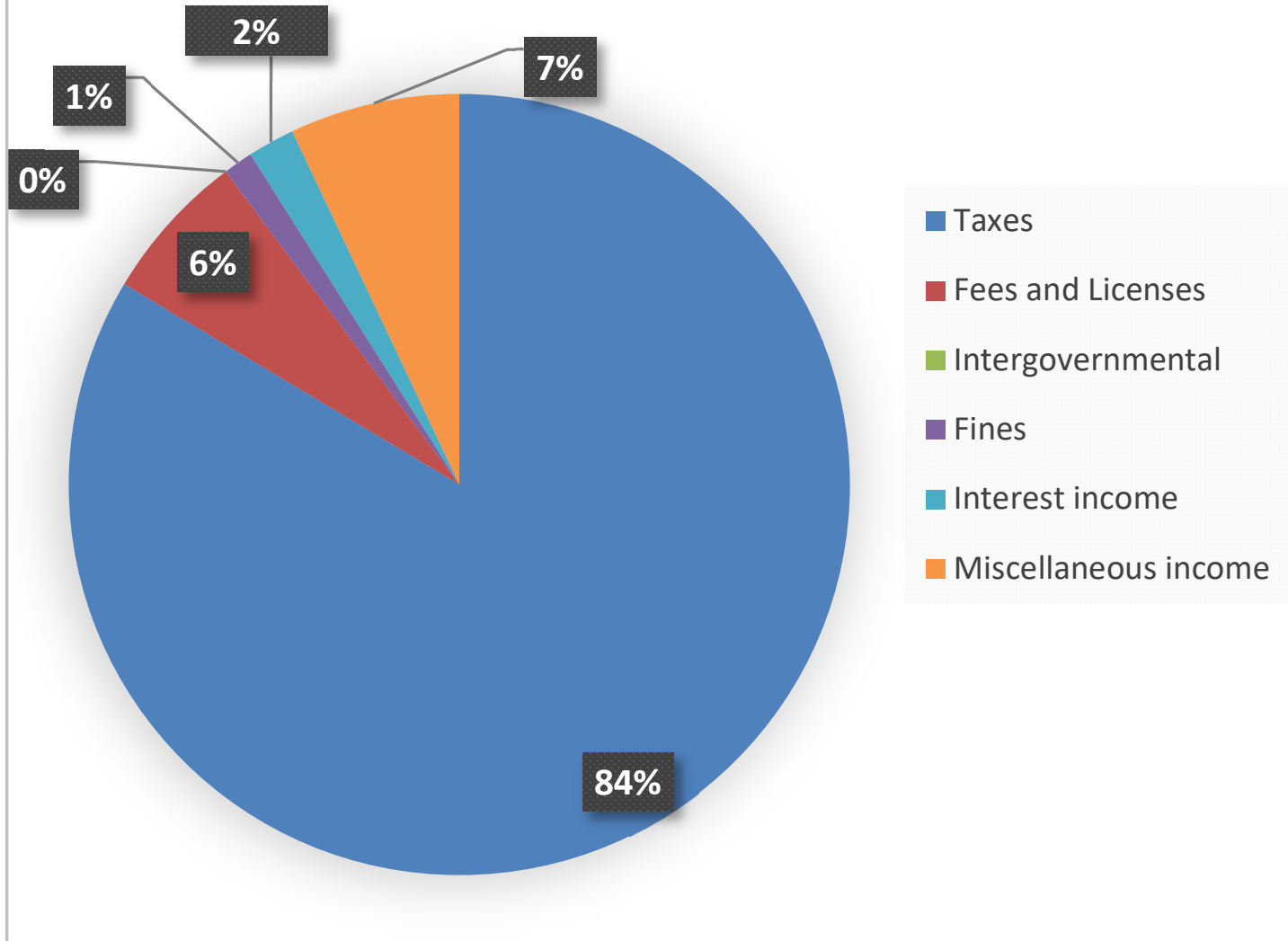
Total Amount of Checks: \$66,157.54

CHARTS

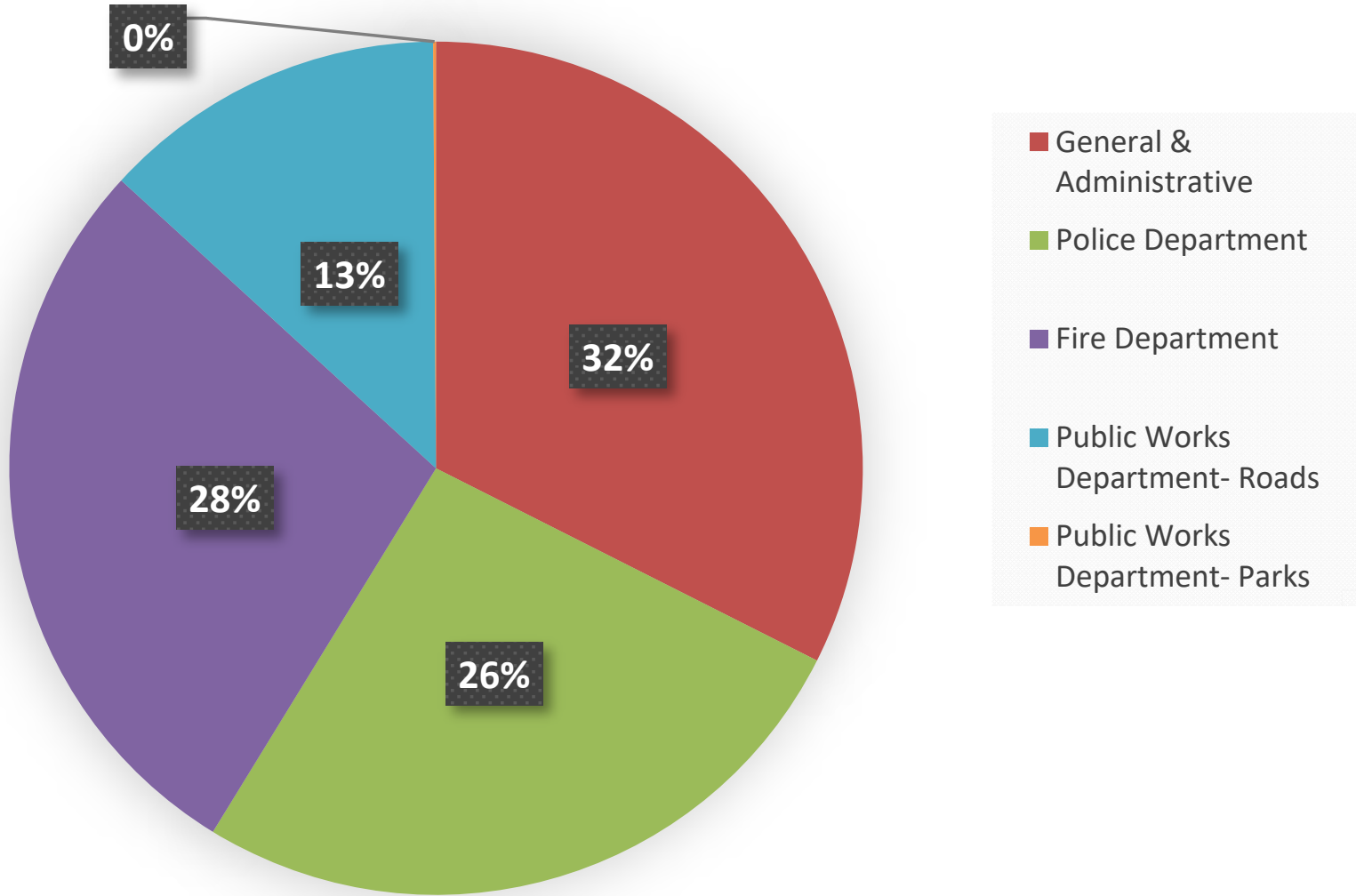
February 2023



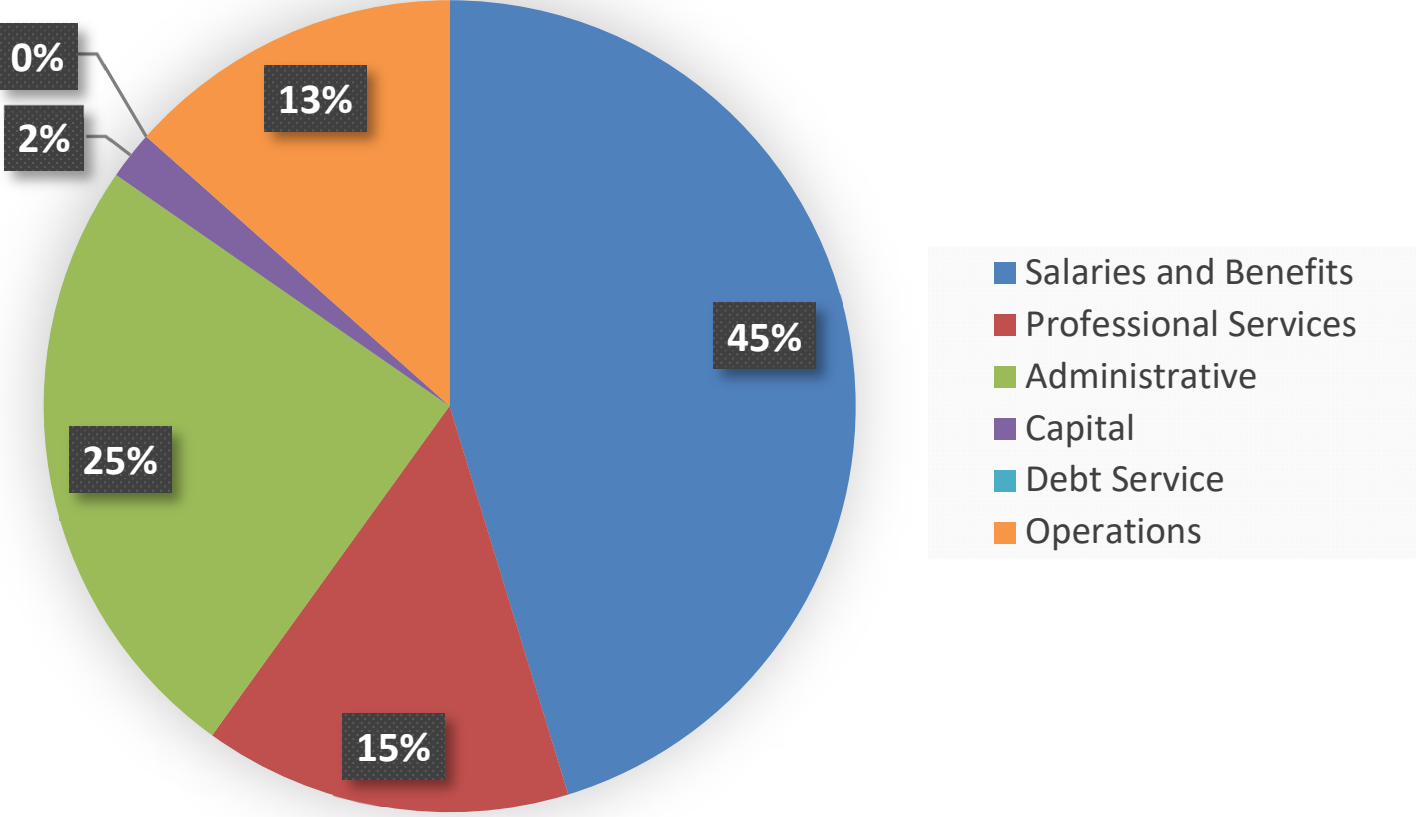
General Fund Revenue Breakdown February 2023



General Fund Expenditure Breakdown February 2023



Water Enterprise Fund Expenditure Breakdown February 2023





Administrative Memo

Date: March 8, 2023

To: Dawn Collins, Town Administrator/Clerk

From: Julia Stambaugh, Deputy Town Clerk

Subject: 2023 Amended Budget Request

The need to amend the 2023 Budget is to allow the departments to roll forward funds for projects that were not started in 2022. These additional projects will result in Budgeted Expenditures being over Budgeted Revenue. There are no New Revenue sources that would cause an increase to the Budgeted Revenue amounts.

- The unused General Funds will support the 2022 Public Works/Roads repaving and drainage projects and the 2022 Public Works/Parks tennis court resurfacing project. The funding for these projects will show a “Use of Fund Balance” at the bottom of the General Fund Budget.
 - The unused Kiosk revenue funds for the resurfacing project rolled forward into the Beginning of Year Fund Balance on the General Fund Budget.
- The unused Water Funds will support the 2022 Water Dept water line replacement projects. The funding for the Water Dept projects will show a “Use of Fund Balance” at the bottom of the Water Fund Budget.

**Note this is not an all-inclusive list, as needs may change throughout the year.*

The “Use” of the Fund Balance is not to meet Operating Expenditures in 2023. It is to complete capital-related items that were budgeted in 2022 and were not started due to delays beyond the departments’ control.

Also noted on the original 2023 Budget document submitted to the State, the second column, titled “2022 Balance” should be “2022 Estimated.” This column is *estimated* figures not actual balance. Going forward, the terms shown on the budget will be as shown: 20XX Actuals (expended to date), 20XX Estimated (predicted for year-end), and 20XX Budget (forecast for the following year).

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|---------------------------|---------------------------------------|
| REVENUE | | |
| General Property Tax | \$ 503,417 | \$ 503,417 |
| Fire Mill Levy Property Tax | 447,960 | 447,960 |
| Specific Own Tax Auto / Motor Vehicle Registration | 108,000 | 108,000 |
| City Sales Tax/Auto Use Tax | 950,000 | 950,000 |
| Use Tax - Building Materials | 40,000 | 40,000 |
| Highway Users Tax Fund | 100,000 | 100,000 |
| Tobacco/Other Product Tax | 1,515,000 | 1,515,000 |
| Lodging Fees | 40,000 | 40,000 |
| Franchise Fee - Comcast | 38,000 | 38,000 |
| Franchise Fee - CORE/IREA | 50,000 | 50,000 |
| Franchise Fee - Black Hills | 50,000 | 50,000 |
| Franchise Fee - Other | 35 | 35 |
| Fees / Permits / Zoning / Subdivision Fees | 40,000 | 40,000 |
| Business Licenses Fees | 30,000 | 30,000 |
| Impact Fees / Drainage | 7,200 | 7,200 |
| Liquor/MMJ License Fees | 6,200 | 6,200 |
| Court Fines | 70,000 | 70,000 |
| Court Fines - S.T.E.P. | 20,000 | 20,000 |
| FPPA matching funds (DOLA VFP) | 8,100 | 8,100 |
| El Paso Co Road & Bridge | 6,000 | 6,000 |
| Land / Building Rents | 20,000 | 20,000 |
| Library Revenue | 5,000 | 5,000 |
| FPPA Funds - Matching | 9,000 | 9,000 |
| Police Revenue | 4,500 | 4,500 |
| Fire Deployment | 80,000 | 80,000 |
| Parks Revenue | 40,000 | 40,000 |
| Miscellaneous Income | 100 | 100 |
| Savings / Interest | 3,000 | 3,000 |
| Interest - Loan to Water Fund | 10,000 | 10,000 |
| Interest | 30,000 | 30,000 |
| Total Revenue | \$ 4,231,512 | \$ 4,231,512 |
| EXPENDITURES | | |
| <u>General and Administrative</u> | | |
| <u>Salaries and Benefits</u> | | |
| Salaries / Wages Regular | \$ 163,930 | \$ 163,930 |
| Salaries / Wages Temp / Part Time | 56,709 | 56,709 |
| Sick Leave | 1,890 | 1,890 |
| Social Security Employer | 13,797 | 13,797 |
| Medicare Employer | 3,227 | 3,227 |
| FUTA Employer | 239 | 239 |
| Workers Compensation | 8,683 | 8,683 |
| Employee Retirement | 6,557 | 6,557 |
| Employee Benefits | 19,374 | 19,374 |
| Life Insurance Premiums | 590 | 590 |
| Total Salaries and Benefits | \$ 274,996 | \$ 274,996 |
| <u>Professional Services</u> | | |
| Professional Services- Acctg/Audit | \$ 22,275 | \$ 22,275 |
| Professional Services- IT | 63,200 | 63,200 |
| Professional Services- Legal | 60,000 | 60,000 |
| Professional Services- Other Engineering | 160,000 | 160,000 |
| Total Professional Services | \$ 305,475 | \$ 305,475 |
| <u>General Administration</u> | | |
| Employee Clothing | \$ 800 | \$ 800 |
| Employee, BOT & PC Members Training | 6,900 | 6,900 |
| Employee, BOT & PC Members Travel | 6,000 | 6,000 |
| Employee, BOT & PC Members Per Diem | 5,000 | 5,000 |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|----------------------------|---------------------------------------|
| Advertising | 2,000 | 2,000 |
| Bank Fees and Services | 700 | 700 |
| Communication | 28,000 | 28,000 |
| County Treasurer Fees | 18,000 | 18,000 |
| Election Expense | 15,000 | 15,000 |
| Insurance | 106,000 | 106,000 |
| Legal Notices / Recordings | 5,000 | 5,000 |
| Memberships / Registrations Employee, BOT & PC | 12,000 | 12,000 |
| Postage | 1,000 | 1,000 |
| Economic Development | 13,000 | 13,000 |
| General Supplies | 20,000 | 20,000 |
| General Services | 47,807 | 47,807 |
| Utilities - Electric - All Depts | 14,500 | 14,500 |
| Utilities - Natural Gas - All Depts | 6,600 | 6,600 |
| Utilities - Water - All Depts | 7,400 | 7,400 |
| Utilities - Sanitation - All Depts | 3,100 | 3,100 |
| Building Maintenance | 6,050 | 6,050 |
| Equipment Maintenance | 1,000 | 1,000 |
| Fuel | 500 | 500 |
| Capital Improvement Bldg | 220,000 | 220,000 |
| Capital Improvement Bldg Town Hall | 32,960 | 32,960 |
| Capital Equipment | 6,000 | 6,000 |
| Total General Administration | <u>\$ 585,317</u> | <u>\$ 585,317</u> |
| Total General Administrative and Capital Expenditures | <u>\$ 1,165,788</u> | <u>\$ 1,165,788</u> |

Police Department ExpendituresSalaries and Benefits- Police Department

| | | |
|--|-------------------|-------------------|
| Salaries / Wages Regular | \$ 426,105 | \$ 426,105 |
| Salaries / Wages Temp/Part-time | 159,455 | 159,455 |
| Salaries / Wages PT Sick | 5,315 | 5,315 |
| Salaries / Wages STEP | 5,000 | 5,000 |
| Salaries / Wages Extra Duty | 5,000 | 5,000 |
| Overtime, Sworn Unscheduled | 2,049 | 2,049 |
| Social Security Employer | 11,570 | 11,570 |
| Medicare Employer | 8,597 | 8,597 |
| FUTA Employer | 512 | 512 |
| Workers Compensation | 34,876 | 34,876 |
| Employee Retirement | 17,044 | 17,044 |
| FPPA Employer | 38,599 | 38,599 |
| FPPA Death + Disability | 13,814 | 13,814 |
| Employee Benefits | 51,664 | 51,664 |
| Life Insurance Premiums | 1,572 | 1,572 |
| Total Salaries and Benefits- Police Department | <u>\$ 781,175</u> | <u>\$ 781,175</u> |

General Administration- Police Department

| | | |
|---|-------------------|-------------------|
| Employee Clothing / Uniform | \$ 7,077 | \$ 7,077 |
| Employee Training | 5,300 | 5,300 |
| Employee Travel | 4,160 | 4,160 |
| Employee Per Diem | 2,560 | 2,560 |
| Subject Testing | 1,000 | 1,000 |
| Communication/Radios/PPCRN | 8,400 | 8,400 |
| Membership/Registration | 3,940 | 3,940 |
| General Supplies | 12,291 | 12,291 |
| General Services | 6,500 | 6,500 |
| Building Maintenance | 8,600 | 8,600 |
| Equipment Maintenance | 2,280 | 2,280 |
| Vehicle Repair / Maint | 6,863 | 6,863 |
| Fuel | 28,000 | 28,000 |
| Capital Equipment | 25,428 | 25,428 |
| Total General Administration- Police Department | <u>\$ 122,399</u> | <u>\$ 122,399</u> |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|---------------------------|---------------------------------------|
| Total Police Department Expenditures | \$ 903,574 | \$ 903,574 |
| <u>Fire Department Expenditures</u> | | |
| <u>Salaries and Benefits- Fire Department</u> | | |
| Salaries / Wages Regular | \$ 468,605 | \$ 468,605 |
| Salaries / Wages Temp/Part-time | 100,930 | 100,930 |
| Salaries / Wages PT Sick | 3,364 | 3,364 |
| Overtime, Sworn Scheduled | 44,805 | 44,805 |
| Fire Deployment | 50,000 | 50,000 |
| Social Security Employer | 7,694 | 7,694 |
| Medicare Employer | 8,957 | 8,957 |
| FUTA Employer | 638 | 638 |
| Workers Compensation | 45,203 | 45,203 |
| Employee Retirement | 20,536 | 20,536 |
| FPPA Employer | 46,893 | 46,893 |
| FPPA Death + Disability | 16,783 | 16,783 |
| Employee Benefits | 51,664 | 51,664 |
| Life Insurance Premiums | 1,572 | 1,572 |
| Total Salaries and Benefits- Fire Department | \$ 867,644 | \$ 867,644 |
| <u>General Administration- Fire Department</u> | | |
| Employee Clothing / Uniform | \$ 6,703 | \$ 6,703 |
| Employee Training | 17,473 | 17,473 |
| Employee Travel | 4,000 | 4,000 |
| Employee Per Diem | 3,500 | 3,500 |
| Communication/Radios/PPCRN | 17,000 | 17,000 |
| Memberships / Registrations | 980 | 980 |
| General Supplies | 17,500 | 17,500 |
| Medical Equip / Supplies | 5,000 | 5,000 |
| General Services | 31,764 | 31,764 |
| Repair / Maintenance Supplies | 4,500 | 4,500 |
| Equipment Maintenance | 7,000 | 7,000 |
| Vehicle License / Fees | 2,000 | 2,000 |
| Vehicle Repair / Maint | 20,000 | 20,000 |
| Fuel | 15,000 | 15,000 |
| Capital Equipment | 137,000 | 137,000 |
| Total General Administration- Fire Department | \$ 289,420 | \$ 289,420 |
| Total Fire Department Expenditures | \$ 1,157,064 | \$ 1,157,064 |
| <u>Public Works Department - Roads Expenditures</u> | | |
| <u>Salaries and Benefits- Public Works Department</u> | | |
| Salaries / Wages Regular | \$ 179,954 | \$ 179,954 |
| Salaries / Wages Temp/Part-time | 58,826 | 58,826 |
| Salaries / Wages PT Sick | 1,961 | 1,961 |
| Overtime, Civilian Unscheduled | 836 | 836 |
| Social Security Employer | 14,978 | 14,978 |
| Medicare Employer | 3,503 | 3,503 |
| FUTA Employer | 260 | 260 |
| Workers Compensation | 23,977 | 23,977 |
| Employee Retirement | 7,232 | 7,232 |
| Employee Benefits | 22,962 | 22,962 |
| Life Insurance Premiums | 699 | 699 |
| Total Salaries and Benefits- Public Works | \$ 315,186 | \$ 315,186 |
| <u>Professional Services- Roads Department</u> | | |
| Professional Services- Engineering | \$ 10,000 | \$ 10,000 |
| Professional Services- MS4 | 10,000 | 10,000 |
| Professional Services- Other | 10,000 | 10,000 |
| Total Professional Services- Roads Department | \$ 30,000 | \$ 30,000 |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget | |
|---|---------------------------------------|---------------------------------------|---|
| <u>General Administration- Roads Department</u> | | | |
| Employee Clothing / Uniform | \$ 750 | \$ 750 | |
| Employee Training | 811 | 811 | |
| Employee Travel | 250 | 250 | |
| Employee Per Diem | 200 | 200 | |
| Memberships / Registrations | 750 | 750 | |
| General Supplies | 4,000 | 4,000 | |
| Sign Parts / Supplies | 5,000 | 5,000 | |
| General Services | 35,900 | 35,900 | |
| Road / Street Material | 35,000 | 35,000 | |
| Street Lights | 13,200 | 13,200 | |
| Building Maintenance | 6,000 | 6,000 | |
| Dust Control | 18,000 | 18,000 | |
| Culverts | 5,000 | 5,000 | |
| Vehicle Repair / Maint | 4,000 | 4,000 | |
| Heavy Equipment Repair | 20,000 | 20,000 | |
| Fuel | 18,000 | 18,000 | |
| Capital Improvement Roads | 329,000 | 463,014 | <i>Carryover Road project from 2022-\$134,014</i> |
| Capital Improvement-Drainage | 90,000 | 90,000 | |
| Capital Equipment | 37,000 | 37,000 | |
| Total General Administration- Roads Department | <u>\$ 622,861</u> | <u>\$ 756,875</u> | |
| Total Public Works Department Roads Expenditures | <u>\$ 968,047</u> | <u>\$ 1,102,061</u> | |
| <u>Public Works Department - Parks Expenditures</u> | | | |
| <u>General Administration- Parks Department</u> | | | |
| Employee Clothing / Uniform | \$ 200 | \$ 200 | |
| Employee Training | 250 | 250 | |
| Memberships / Registrations | 100 | 100 | |
| Parks Committee Expenses | 1,000 | 1,000 | |
| General Supplies | 7,090 | 7,090 | |
| General Services | 14,800 | 14,800 | |
| Equipment Maintenance | 1,000 | 1,000 | |
| Vehicle Repair / Maint | 1,000 | 1,000 | |
| Fuel | 1,600 | 1,600 | |
| Capital Equipment | 10,000 | 56,125 | <i>Tennis Court-Resurfacing \$46,125-Kiosk Revenue from 2022</i> |
| Total General Administration- Parks Department | <u>\$ 37,040</u> | <u>\$ 83,165</u> | |
| Total Public Works Department - Parks Expenditures | <u>\$ 37,040</u> | <u>\$ 83,165</u> | |
| Total Operations and Capital Expenditures | <u>\$ 3,065,725</u> | <u>\$ 3,245,864</u> | |
| Total General Administrative, Operations and Capital Expenditures | <u>\$ 4,231,512</u> | <u>\$ 4,411,651</u> | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | <u>\$ (0)</u> | <u>\$ (180,139)</u> | <i>Use of Fund Balance due to Carryover Road Project and Tennis Court Resurfacing</i> |
| FUND BALANCE - BEGINNING OF YEAR | <u>\$ 2,749,080</u> | <u>\$ 2,749,080</u> | |
| FUND BALANCE - END OF YEAR | <u><u>\$ 2,749,080</u></u> | <u><u>\$ 2,568,941</u></u> | |

TOWN OF PALMER LAKE

WATER FUND ENTERPRISE

Proposed Amended 2023 Budget

Item 7.

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|---|---------------------------|---------------------------------------|
| REVENUE | | |
| Water Revenue | \$ 940,000 | \$ 940,000 |
| Water Improvement Fee | 55,000 | 55,000 |
| Water Loan Revenue | 216,000 | 216,000 |
| Water Tap Fees | 100,000 | 100,000 |
| Water Meter Sales / Parts | 3,000 | 3,000 |
| Service/Late Fees | 14,000 | 14,000 |
| Water Reserve Interest | 7,000 | 7,000 |
| Water Revenue Interest | 7,000 | 7,000 |
| Misc Income | 200 | 200 |
| ARP Funds | 259,238 | 259,238 |
| Water Dept. Misc. Revenue / TANK | 10,000 | 10,000 |
| Total Revenue | \$ 1,611,438 | \$ 1,611,438 |
| EXPENSES | | |
| <u>General Administrative</u> | | |
| <u>Salaries and Benefits</u> | | |
| Salaries / Wages Regular | \$ 423,291 | \$ 423,291 |
| Overtime, Civilian Scheduled | 15,308 | 15,308 |
| Overtime, Civilian Unscheduled | 1,482 | 1,482 |
| FICA Employer | 27,285 | 27,285 |
| Medicare Employer | 6,381 | 6,381 |
| FUTA Employer | 239 | 239 |
| Workers Compensation | 29,172 | 29,172 |
| Employee Retirement | 17,603 | 17,603 |
| Employee Benefits | 40,900 | 40,900 |
| Life Insurance Premiums | 1,245 | 1,245 |
| Total Salaries and Benefits | \$ 562,906 | \$ 562,906 |
| <u>Professional Services</u> | | |
| Professional Services- Acctg/Audit | \$ 45,225 | \$ 45,225 |
| Professional Services- IT/Water billing | 78,000 | 78,000 |
| Professional Services- Legal | 20,000 | 20,000 |
| Professional Services- Other/Engineering, etc | 40,000 | 40,000 |
| Total Professional Services | \$ 183,225 | \$ 183,225 |
| <u>General Administrative</u> | | |
| Employee Clothing | \$ 1,000 | \$ 1,000 |
| Employee Training | 4,500 | 4,500 |
| Employee Travel | 6,000 | 6,000 |
| Per Diem | 3,000 | 3,000 |
| Bank Fees and Services | 100 | 100 |
| Communication | 3,100 | 3,100 |
| Insurance | 13,400 | 13,400 |
| Publication / Legal Notices | 500 | 500 |
| Memberships / Registrations | 10,000 | 10,000 |
| Misc. Expenses | 800 | 800 |
| General Services - Water Dept | 27,870 | 27,870 |
| Utilities - Electric | 83,000 | 83,000 |
| Utilities - Natural Gas | 18,400 | 18,400 |
| Utilities - Water | 12,500 | 12,500 |
| Utilities - Sanitation | 16,400 | 16,400 |
| Total Administration | \$ 200,570 | \$ 200,570 |
| Total General Administrative | \$ 946,701 | \$ 946,701 |

TOWN OF PALMER LAKE

WATER FUND ENTERPRISE

Proposed Amended 2023 Budget

Item 7.

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget | |
|--|---------------------------|---------------------------------------|---|
| Services/Maintenance - Distribution | 22,000 | 22,000 | |
| Water Meters / Parts Replacements | 2,000 | 2,000 | |
| Water Meters / Repairs | 3,000 | 3,000 | |
| Building Maintenance | 2,000 | 2,000 | |
| Vehicle Repair / Maint | 8,000 | 8,000 | |
| Fuel | 10,000 | 10,000 | |
| Equipment Maintenance | 19,539 | 19,539 | |
| Water Quality Tests | 23,731 | 23,731 | |
| Reservoirs / Dam Maintenance | 13,000 | 13,000 | |
| Total Operations | <u>\$ 222,270</u> | <u>\$ 222,270</u> | |
| Total Operations | <u>\$ 222,270</u> | <u>\$ 222,270</u> | |
| Total Administrative and Operations | <u>\$ 1,168,971</u> | <u>\$ 1,168,971</u> | |
| <u>Capital</u> | | | |
| Capital Improvement- Water | \$ 133,254 | \$ 262,541 | <i>Carryover Water Project from 2022-\$129,287</i> |
| Capital Equipment | 33,984 | 33,984 | |
| Capital Equipment/IT | 92,000 | 92,000 | |
| Total Capital | <u>\$ 259,238</u> | <u>\$ 388,525</u> | |
| <u>Debt Service</u> | | | |
| CWRPDA 2009 Principal | \$ 89,078 | \$ 89,078 | |
| CWRPDA 2009 Interest | 15,983 | 15,983 | |
| CWRPDA 2018 Principal | 48,845 | 48,845 | |
| CWRPDA 2018 Interest | 19,323 | 19,323 | |
| General Fund Loan - Interest | 10,000 | 10,000 | |
| Total Debt Service | <u>\$ 183,229</u> | <u>\$ 183,229</u> | |
| Total Administrative, Operations, Debt Service and Capital Expenses | <u>\$ 1,611,438</u> | <u>\$ 1,740,725</u> | |
| EXCESS OF REVENUE OVER (UNDER) EXPENSES | <u>\$ (0)</u> | <u>\$ (129,287)</u> | <i>Use of Fund Balance due to Carryover Water Project from 2022</i> |
| FUND BALANCE - BEGINNING OF YEAR | <u>\$ 656,679</u> | <u>\$ 656,679</u> | |
| FUND BALANCE - END OF YEAR | <u>\$ 656,679</u> | <u>\$ 527,392</u> | |

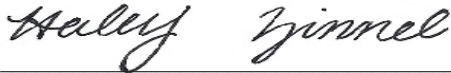
AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Haley Zinnel, being first duly sworn, deposes and says that he is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 03/01/2023**

NOTICE OF BUDGET AMENDMENT PUBLIC HEARING TOWN OF PALMER LAKE
Notice is hereby given that a proposed budget amendment has been submitted to the Board of Trustees for the 2023 Budget; a copy of such proposed budget amendment has been filed in the office of the Town Clerk, where the same is open for public inspection; such proposed budget amendment will be considered at a Regular meeting of the Town of Palmer Lake Board of Trustees to be held at the Town Hall, 28 Valley Crescent, Palmer Lake on Thursday, March 23, 2023, at 5:00 PM. Any interested elector of the Town of Palmer Lake may inspect the proposed budget amendment and file or register any objections thereto at any time prior to the final adoption of the budget amendment.
/s/ Dawn A. Collins, Town Clerk
Published in the Tri-Lakes Tribune March 1, 2023.

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Haley Zinnel
Sales Center Agent

Subscribed and sworn to me this 03/01/2023, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires June 23, 2026.



Karen Hogan
Notary Public
The Gazette

KAREN HOGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224024441
MY COMMISSION EXPIRES 06/23/2026

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TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 25 - 2023

A RESOLUTION TO AMEND THE 2023 BUDGET
PALMER LAKE, COLORADO

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, held a regular meeting on December 8, 2022, to adopt a budget for the 2023 fiscal year; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake appropriated funds for the fiscal year 2023 as follows:

| | |
|-----------------------|--------------|
| General Fund | \$ 4,231,512 |
| Water Enterprise Fund | \$ 1,611,438 |

and;

WHEREAS, it is necessary for a carryover appropriation for additional expenditures within the General Fund and Water Enterprise Fund in excess of those appropriated for the fiscal year 2023 for capital items; and

WHEREAS, the Town has funds available for such carryover appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees shall, and hereby does, subsequently amend the budget for the fiscal year 2023 as follows:

| | |
|-----------------------|--------------|
| General Fund | \$ 4,411,651 |
| Water Enterprise Fund | \$ 1,740,725 |

BE IT FURTHER RESOLVED, that such sums are hereby appropriated to the General and Enterprise Funds for the purposes noted in Exhibit A.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF MARCH 2023.

TOWN OF PALMER LAKE, COLORADO

ATTEST:

Glant Havenar, Mayor

By: _____
Dawn A. Collins, Town Administrator/Clerk

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|---------------------------|---------------------------------------|
| REVENUE | | |
| General Property Tax | \$ 503,417 | \$ 503,417 |
| Fire Mill Levy Property Tax | 447,960 | 447,960 |
| Specific Own Tax Auto / Motor Vehicle Registration | 108,000 | 108,000 |
| City Sales Tax/Auto Use Tax | 950,000 | 950,000 |
| Use Tax - Building Materials | 40,000 | 40,000 |
| Highway Users Tax Fund | 100,000 | 100,000 |
| Tobacco/Other Product Tax | 1,515,000 | 1,515,000 |
| Lodging Fees | 40,000 | 40,000 |
| Franchise Fee - Comcast | 38,000 | 38,000 |
| Franchise Fee - CORE/IREA | 50,000 | 50,000 |
| Franchise Fee - Black Hills | 50,000 | 50,000 |
| Franchise Fee - Other | 35 | 35 |
| Fees / Permits / Zoning / Subdivision Fees | 40,000 | 40,000 |
| Business Licenses Fees | 30,000 | 30,000 |
| Impact Fees / Drainage | 7,200 | 7,200 |
| Liquor/MMJ License Fees | 6,200 | 6,200 |
| Court Fines | 70,000 | 70,000 |
| Court Fines - S.T.E.P. | 20,000 | 20,000 |
| FPPA matching funds (DOLA VFP) | 8,100 | 8,100 |
| El Paso Co Road & Bridge | 6,000 | 6,000 |
| Land / Building Rents | 20,000 | 20,000 |
| Library Revenue | 5,000 | 5,000 |
| FPPA Funds - Matching | 9,000 | 9,000 |
| Police Revenue | 4,500 | 4,500 |
| Fire Deployment | 80,000 | 80,000 |
| Parks Revenue | 40,000 | 40,000 |
| Miscellaneous Income | 100 | 100 |
| Savings / Interest | 3,000 | 3,000 |
| Interest - Loan to Water Fund | 10,000 | 10,000 |
| Interest | 30,000 | 30,000 |
| Total Revenue | \$ 4,231,512 | \$ 4,231,512 |
| EXPENDITURES | | |
| <u>General and Administrative</u> | | |
| <u>Salaries and Benefits</u> | | |
| Salaries / Wages Regular | \$ 163,930 | \$ 163,930 |
| Salaries / Wages Temp / Part Time | 56,709 | 56,709 |
| Sick Leave | 1,890 | 1,890 |
| Social Security Employer | 13,797 | 13,797 |
| Medicare Employer | 3,227 | 3,227 |
| FUTA Employer | 239 | 239 |
| Workers Compensation | 8,683 | 8,683 |
| Employee Retirement | 6,557 | 6,557 |
| Employee Benefits | 19,374 | 19,374 |
| Life Insurance Premiums | 590 | 590 |
| Total Salaries and Benefits | \$ 274,996 | \$ 274,996 |
| <u>Professional Services</u> | | |
| Professional Services- Acctg/Audit | \$ 22,275 | \$ 22,275 |
| Professional Services- IT | 63,200 | 63,200 |
| Professional Services- Legal | 60,000 | 60,000 |
| Professional Services- Other Engineering | 160,000 | 160,000 |
| Total Professional Services | \$ 305,475 | \$ 305,475 |
| <u>General Administration</u> | | |
| Employee Clothing | \$ 800 | \$ 800 |
| Employee, BOT & PC Members Training | 6,900 | 6,900 |
| Employee, BOT & PC Members Travel | 6,000 | 6,000 |
| Employee, BOT & PC Members Per Diem | 5,000 | 5,000 |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|----------------------------|---------------------------------------|
| Advertising | 2,000 | 2,000 |
| Bank Fees and Services | 700 | 700 |
| Communication | 28,000 | 28,000 |
| County Treasurer Fees | 18,000 | 18,000 |
| Election Expense | 15,000 | 15,000 |
| Insurance | 106,000 | 106,000 |
| Legal Notices / Recordings | 5,000 | 5,000 |
| Memberships / Registrations Employee, BOT & PC | 12,000 | 12,000 |
| Postage | 1,000 | 1,000 |
| Economic Development | 13,000 | 13,000 |
| General Supplies | 20,000 | 20,000 |
| General Services | 47,807 | 47,807 |
| Utilities - Electric - All Depts | 14,500 | 14,500 |
| Utilities - Natural Gas - All Depts | 6,600 | 6,600 |
| Utilities - Water - All Depts | 7,400 | 7,400 |
| Utilities - Sanitation - All Depts | 3,100 | 3,100 |
| Building Maintenance | 6,050 | 6,050 |
| Equipment Maintenance | 1,000 | 1,000 |
| Fuel | 500 | 500 |
| Capital Improvement Bldg | 220,000 | 220,000 |
| Capital Improvement Bldg Town Hall | 32,960 | 32,960 |
| Capital Equipment | 6,000 | 6,000 |
| Total General Administration | <u>\$ 585,317</u> | <u>\$ 585,317</u> |
| Total General Administrative and Capital Expenditures | <u>\$ 1,165,788</u> | <u>\$ 1,165,788</u> |

Police Department ExpendituresSalaries and Benefits- Police Department

| | | |
|--|-------------------|-------------------|
| Salaries / Wages Regular | \$ 426,105 | \$ 426,105 |
| Salaries / Wages Temp/Part-time | 159,455 | 159,455 |
| Salaries / Wages PT Sick | 5,315 | 5,315 |
| Salaries / Wages STEP | 5,000 | 5,000 |
| Salaries / Wages Extra Duty | 5,000 | 5,000 |
| Overtime, Sworn Unscheduled | 2,049 | 2,049 |
| Social Security Employer | 11,570 | 11,570 |
| Medicare Employer | 8,597 | 8,597 |
| FUTA Employer | 512 | 512 |
| Workers Compensation | 34,876 | 34,876 |
| Employee Retirement | 17,044 | 17,044 |
| FPPA Employer | 38,599 | 38,599 |
| FPPA Death + Disability | 13,814 | 13,814 |
| Employee Benefits | 51,664 | 51,664 |
| Life Insurance Premiums | 1,572 | 1,572 |
| Total Salaries and Benefits- Police Department | <u>\$ 781,175</u> | <u>\$ 781,175</u> |

General Administration- Police Department

| | | |
|---|-------------------|-------------------|
| Employee Clothing / Uniform | \$ 7,077 | \$ 7,077 |
| Employee Training | 5,300 | 5,300 |
| Employee Travel | 4,160 | 4,160 |
| Employee Per Diem | 2,560 | 2,560 |
| Subject Testing | 1,000 | 1,000 |
| Communication/Radios/PPCRN | 8,400 | 8,400 |
| Membership/Registration | 3,940 | 3,940 |
| General Supplies | 12,291 | 12,291 |
| General Services | 6,500 | 6,500 |
| Building Maintenance | 8,600 | 8,600 |
| Equipment Maintenance | 2,280 | 2,280 |
| Vehicle Repair / Maint | 6,863 | 6,863 |
| Fuel | 28,000 | 28,000 |
| Capital Equipment | 25,428 | 25,428 |
| Total General Administration- Police Department | <u>\$ 122,399</u> | <u>\$ 122,399</u> |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|--|---------------------------|---------------------------------------|
| Total Police Department Expenditures | \$ 903,574 | \$ 903,574 |
| <u>Fire Department Expenditures</u> | | |
| <u>Salaries and Benefits- Fire Department</u> | | |
| Salaries / Wages Regular | \$ 468,605 | \$ 468,605 |
| Salaries / Wages Temp/Part-time | 100,930 | 100,930 |
| Salaries / Wages PT Sick | 3,364 | 3,364 |
| Overtime, Sworn Scheduled | 44,805 | 44,805 |
| Fire Deployment | 50,000 | 50,000 |
| Social Security Employer | 7,694 | 7,694 |
| Medicare Employer | 8,957 | 8,957 |
| FUTA Employer | 638 | 638 |
| Workers Compensation | 45,203 | 45,203 |
| Employee Retirement | 20,536 | 20,536 |
| FPPA Employer | 46,893 | 46,893 |
| FPPA Death + Disability | 16,783 | 16,783 |
| Employee Benefits | 51,664 | 51,664 |
| Life Insurance Premiums | 1,572 | 1,572 |
| Total Salaries and Benefits- Fire Department | \$ 867,644 | \$ 867,644 |
| <u>General Administration- Fire Department</u> | | |
| Employee Clothing / Uniform | \$ 6,703 | \$ 6,703 |
| Employee Training | 17,473 | 17,473 |
| Employee Travel | 4,000 | 4,000 |
| Employee Per Diem | 3,500 | 3,500 |
| Communication/Radios/PPCRN | 17,000 | 17,000 |
| Memberships / Registrations | 980 | 980 |
| General Supplies | 17,500 | 17,500 |
| Medical Equip / Supplies | 5,000 | 5,000 |
| General Services | 31,764 | 31,764 |
| Repair / Maintenance Supplies | 4,500 | 4,500 |
| Equipment Maintenance | 7,000 | 7,000 |
| Vehicle License / Fees | 2,000 | 2,000 |
| Vehicle Repair / Maint | 20,000 | 20,000 |
| Fuel | 15,000 | 15,000 |
| Capital Equipment | 137,000 | 137,000 |
| Total General Administration- Fire Department | \$ 289,420 | \$ 289,420 |
| Total Fire Department Expenditures | \$ 1,157,064 | \$ 1,157,064 |
| <u>Public Works Department - Roads Expenditures</u> | | |
| <u>Salaries and Benefits- Public Works Department</u> | | |
| Salaries / Wages Regular | \$ 179,954 | \$ 179,954 |
| Salaries / Wages Temp/Part-time | 58,826 | 58,826 |
| Salaries / Wages PT Sick | 1,961 | 1,961 |
| Overtime, Civilian Unscheduled | 836 | 836 |
| Social Security Employer | 14,978 | 14,978 |
| Medicare Employer | 3,503 | 3,503 |
| FUTA Employer | 260 | 260 |
| Workers Compensation | 23,977 | 23,977 |
| Employee Retirement | 7,232 | 7,232 |
| Employee Benefits | 22,962 | 22,962 |
| Life Insurance Premiums | 699 | 699 |
| Total Salaries and Benefits- Public Works | \$ 315,186 | \$ 315,186 |
| <u>Professional Services- Roads Department</u> | | |
| Professional Services- Engineering | \$ 10,000 | \$ 10,000 |
| Professional Services- MS4 | 10,000 | 10,000 |
| Professional Services- Other | 10,000 | 10,000 |
| Total Professional Services- Roads Department | \$ 30,000 | \$ 30,000 |

TOWN OF PALMER LAKE
GENERAL FUND
Proposed Amended 2023 Budget

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget | |
|---|---------------------------|---------------------------------------|---|
| <u>General Administration- Roads Department</u> | | | |
| Employee Clothing / Uniform | \$ 750 | \$ 750 | |
| Employee Training | 811 | 811 | |
| Employee Travel | 250 | 250 | |
| Employee Per Diem | 200 | 200 | |
| Memberships / Registrations | 750 | 750 | |
| General Supplies | 4,000 | 4,000 | |
| Sign Parts / Supplies | 5,000 | 5,000 | |
| General Services | 35,900 | 35,900 | |
| Road / Street Material | 35,000 | 35,000 | |
| Street Lights | 13,200 | 13,200 | |
| Building Maintenance | 6,000 | 6,000 | |
| Dust Control | 18,000 | 18,000 | |
| Culverts | 5,000 | 5,000 | |
| Vehicle Repair / Maint | 4,000 | 4,000 | |
| Heavy Equipment Repair | 20,000 | 20,000 | |
| Fuel | 18,000 | 18,000 | |
| Capital Improvement Roads | 329,000 | 463,014 | <i>Carryover Road project from 2022-\$134,014</i> |
| Capital Improvement-Drainage | 90,000 | 90,000 | |
| Capital Equipment | 37,000 | 37,000 | |
| Total General Administration- Roads Department | <u>\$ 622,861</u> | <u>\$ 756,875</u> | |
| Total Public Works Department Roads Expenditures | <u>\$ 968,047</u> | <u>\$ 1,102,061</u> | |
| <u>Public Works Department - Parks Expenditures</u> | | | |
| <u>General Administration- Parks Department</u> | | | |
| Employee Clothing / Uniform | \$ 200 | \$ 200 | |
| Employee Training | 250 | 250 | |
| Memberships / Registrations | 100 | 100 | |
| Parks Committee Expenses | 1,000 | 1,000 | |
| General Supplies | 7,090 | 7,090 | |
| General Services | 14,800 | 14,800 | |
| Equipment Maintenance | 1,000 | 1,000 | |
| Vehicle Repair / Maint | 1,000 | 1,000 | |
| Fuel | 1,600 | 1,600 | |
| Capital Equipment | 10,000 | 56,125 | <i>Tennis Court-Resurfacing \$46,125-Kiosk Revenue from 2022</i> |
| Total General Administration- Parks Department | <u>\$ 37,040</u> | <u>\$ 83,165</u> | |
| Total Public Works Department - Parks Expenditures | <u>\$ 37,040</u> | <u>\$ 83,165</u> | |
| Total Operations and Capital Expenditures | <u>\$ 3,065,725</u> | <u>\$ 3,245,864</u> | |
| Total General Administrative, Operations and Capital Expenditures | <u>\$ 4,231,512</u> | <u>\$ 4,411,651</u> | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | <u>\$ (0)</u> | <u>\$ (180,139)</u> | <i>Use of Fund Balance due to Carryover Road Project and Tennis Court Resurfacing</i> |
| FUND BALANCE - BEGINNING OF YEAR | <u>\$ 2,749,080</u> | <u>\$ 2,749,080</u> | |
| FUND BALANCE - END OF YEAR | <u>\$ 2,749,080</u> | <u>\$ 2,568,941</u> | |

TOWN OF PALMER LAKE

WATER FUND ENTERPRISE

Proposed Amended 2023 Budget

Item 8.

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget |
|---|---------------------------|---------------------------------------|
| REVENUE | | |
| Water Revenue | \$ 940,000 | \$ 940,000 |
| Water Improvement Fee | 55,000 | 55,000 |
| Water Loan Revenue | 216,000 | 216,000 |
| Water Tap Fees | 100,000 | 100,000 |
| Water Meter Sales / Parts | 3,000 | 3,000 |
| Service/Late Fees | 14,000 | 14,000 |
| Water Reserve Interest | 7,000 | 7,000 |
| Water Revenue Interest | 7,000 | 7,000 |
| Misc Income | 200 | 200 |
| ARP Funds | 259,238 | 259,238 |
| Water Dept. Misc. Revenue / TANK | 10,000 | 10,000 |
| Total Revenue | \$ 1,611,438 | \$ 1,611,438 |
| EXPENSES | | |
| <u>General Administrative</u> | | |
| <u>Salaries and Benefits</u> | | |
| Salaries / Wages Regular | \$ 423,291 | \$ 423,291 |
| Overtime, Civilian Scheduled | 15,308 | 15,308 |
| Overtime, Civilian Unscheduled | 1,482 | 1,482 |
| FICA Employer | 27,285 | 27,285 |
| Medicare Employer | 6,381 | 6,381 |
| FUTA Employer | 239 | 239 |
| Workers Compensation | 29,172 | 29,172 |
| Employee Retirement | 17,603 | 17,603 |
| Employee Benefits | 40,900 | 40,900 |
| Life Insurance Premiums | 1,245 | 1,245 |
| Total Salaries and Benefits | \$ 562,906 | \$ 562,906 |
| <u>Professional Services</u> | | |
| Professional Services- Acctg/Audit | \$ 45,225 | \$ 45,225 |
| Professional Services- IT/Water billing | 78,000 | 78,000 |
| Professional Services- Legal | 20,000 | 20,000 |
| Professional Services- Other/Engineering, etc | 40,000 | 40,000 |
| Total Professional Services | \$ 183,225 | \$ 183,225 |
| <u>General Administrative</u> | | |
| Employee Clothing | \$ 1,000 | \$ 1,000 |
| Employee Training | 4,500 | 4,500 |
| Employee Travel | 6,000 | 6,000 |
| Per Diem | 3,000 | 3,000 |
| Bank Fees and Services | 100 | 100 |
| Communication | 3,100 | 3,100 |
| Insurance | 13,400 | 13,400 |
| Publication / Legal Notices | 500 | 500 |
| Memberships / Registrations | 10,000 | 10,000 |
| Misc. Expenses | 800 | 800 |
| General Services - Water Dept | 27,870 | 27,870 |
| Utilities - Electric | 83,000 | 83,000 |
| Utilities - Natural Gas | 18,400 | 18,400 |
| Utilities - Water | 12,500 | 12,500 |
| Utilities - Sanitation | 16,400 | 16,400 |
| Total Administration | \$ 200,570 | \$ 200,570 |
| Total General Administrative | \$ 946,701 | \$ 946,701 |

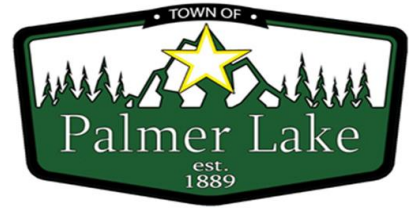
TOWN OF PALMER LAKE

WATER FUND ENTERPRISE

Proposed Amended 2023 Budget

Item 8.

| Description | Adopted 2023 Budget | Proposed Amended 2023 Budget | |
|--|---------------------------|---------------------------------------|---|
| Services/Maintenance - Distribution | 22,000 | 22,000 | |
| Water Meters / Parts Replacements | 2,000 | 2,000 | |
| Water Meters / Repairs | 3,000 | 3,000 | |
| Building Maintenance | 2,000 | 2,000 | |
| Vehicle Repair / Maint | 8,000 | 8,000 | |
| Fuel | 10,000 | 10,000 | |
| Equipment Maintenance | 19,539 | 19,539 | |
| Water Quality Tests | 23,731 | 23,731 | |
| Reservoirs / Dam Maintenance | 13,000 | 13,000 | |
| Total Operations | <u>\$ 222,270</u> | <u>\$ 222,270</u> | |
| Total Operations | <u>\$ 222,270</u> | <u>\$ 222,270</u> | |
| Total Administrative and Operations | <u>\$ 1,168,971</u> | <u>\$ 1,168,971</u> | |
| <u>Capital</u> | | | |
| Capital Improvement- Water | \$ 133,254 | \$ 262,541 | <i>Carryover Water Project from 2022-\$129,287</i> |
| Capital Equipment | 33,984 | 33,984 | |
| Capital Equipment/IT | 92,000 | 92,000 | |
| Total Capital | <u>\$ 259,238</u> | <u>\$ 388,525</u> | |
| <u>Debt Service</u> | | | |
| CWRPDA 2009 Principal | \$ 89,078 | \$ 89,078 | |
| CWRPDA 2009 Interest | 15,983 | 15,983 | |
| CWRPDA 2018 Principal | 48,845 | 48,845 | |
| CWRPDA 2018 Interest | 19,323 | 19,323 | |
| General Fund Loan - Interest | 10,000 | 10,000 | |
| Total Debt Service | <u>\$ 183,229</u> | <u>\$ 183,229</u> | |
| Total Administrative, Operations, Debt Service and Capital Expenses | <u>\$ 1,611,438</u> | <u>\$ 1,740,725</u> | |
| EXCESS OF REVENUE OVER (UNDER) EXPENSES | <u>\$ (0)</u> | <u>\$ (129,287)</u> | <i>Use of Fund Balance due to Carryover Water Project from 2022</i> |
| FUND BALANCE - BEGINNING OF YEAR | <u>\$ 656,679</u> | <u>\$ 656,679</u> | |
| FUND BALANCE - END OF YEAR | <u>\$ 656,679</u> | <u>\$ 527,392</u> | |

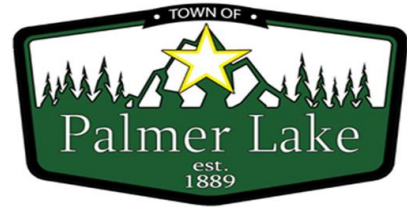


Item 9.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|---|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: First Reading of the Ordinance to Adopt the PPRBD Revised Building Code |
| Presented by: Town Administrator /Clerk | | |

Following the PPRBD presentation, this is the first reading for the Ordinance to adopt by reference the revised building code as previously distributed. The hearing and second reading will take place on April 13.



**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY**

| | | |
|--|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: SPECIAL EVENT APPLICATION – Annual Palmer Lake Egg Hunt |
| Presented by: Deputy Clerk Julia Stambaugh | | |

Recommended Action

To endorse the event to take place at the Town Hall and Village Green as presented and endorsed by Staff.

Background

The Palmer Lake Arts Council will host the Palmer Lake Easter Egg Hunt on Saturday, April 8, 2023, to start at 11:00AM. The event will be setting up beginning at 10AM and will be using the area until 2PM. The Egg Hunt will be advertised locally. However, it is open to all. They anticipate approximately 100 participants and will have 10 -12 volunteers. The Village Green will be set up for the childrens’ egg hunt, with an area set aside for small children. The Easter Bunny will make an appearance. He will be available to take pictures with the children and the adults too! Don’t forget to bring your easter basket to collect all the eggs. The event is also looking for donations of candy and plastic eggs. There will be a box at the Town Office where you can drop off your generous donations.

The event does not pose any concerns for the town’s departments. Since this is a town sponsored event, the application fees are waived.

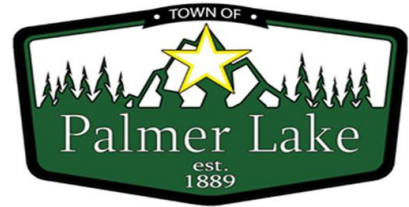


EASTER EGG HUNT

APRIL 8TH
11AM-1PM

Palmer Lake Village Green
42 Valley Crescent St





Item 11.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: Ordinance to Regulate Snow Removal in Town |
| Presented by: Town Administrator /Clerk | | |

As previously reviewed and discussed with the Board of Trustees, the ordinance regulates snow removal in the town. The issue that staff has experienced is increased snow deposited on roadways or across the roadway, being deposited or left on town right of way during snow accumulation. Where issues develop, the town does not have a local ordinance to enforce prohibiting snow being deposited on town right of way.

Always the intent of staff is to educate the public on compliance with the code. Approval of the ordinance will allow PD to enforce issues where hazards are created.

PALMER LAKE, COLORADO

ORDINANCE NO. 8-2023

**AN ORDINANCE AMENDING TITLE 12 OF THE TOWN OF
PALMER LAKE MUNICIPAL CODE REGULATING SNOW REMOVAL
WITHIN THE TOWN OF PALMER LAKE**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Board desires to establish regulations relating to the removal of snow and ice within the Town of Palmer Lake to ensure snow and ice removed from private property do not create a nuisance; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of protecting the health, safety, and general welfare of the citizens of the Town of Palmer Lake to adopt such regulations.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO, THAT:

Section 1.

Title 12 of the Palmer Lake Municipal Code shall be amended by creating a new Chapter, Chapter 12.22, with such new Chapter to read in its entirety as follows:

**Chapter 12.22
SNOW REMOVAL**

12.22.010 Maintenance.

All sidewalks shall be maintained with an even surface and in good repair and in conformity with the established grade of the streets along which they are constructed. It shall be unlawful for any person to place salt or harmful chemicals upon the sidewalks or clear the sidewalks utilizing a method that damages the sidewalks or in any fashion to damage the sidewalks, curbs, or trees located in the sidewalks or streetlights of the Town.

12.22.020 Duty to keep sidewalks and adjacent areas clean.

It shall be the duty of all owners or occupants of every premises to keep the entire area between (a) the edge of the sidewalk closest to the building and (b) the gutter free and clear of snow, ice, mud, dirt, debris, rubbish, and filth. The area to be cleared shall include, but not be limited to, the sidewalks and curbs in front of the building, graveled areas, bricked areas, and areas around planters, benches, trees and bushes. The area to be cleared shall not include flowerbeds, elevated planting areas, or other similar elevated

areas. The area to be cleared shall be cleared of snow and ice within 24 hours following the snowfall or accumulation of a snowdrift or ice.

The property owner or occupant shall be liable to the Town for any amounts paid or incurred in connection with claims, judgment or settlement, including but not limited to all investigation costs, attorney fees, and expenses relating in any manner from the property owner's or occupant's failure to comply with the provisions of this section.

12.22.030 Placement of snow.

It shall be unlawful for any person to place snow or ice, or cause or direct the placement of snow or ice, from any portion of private property upon any sidewalk, street, roadway, alley, or any public property, including the non-traveled or undeveloped portion of any public right-of-way, in the Town of Palmer Lake.

It shall also be unlawful for any person to place snow or ice, or cause or direct the placement of snow or ice, from private property upon the private property of another without the express consent of the owner or lawful occupant of such private property on which the snow or ice is placed.

12.22.035 Snow removal impediments and obstructions.

It shall be unlawful for any person to leave a garbage receptacle, garbage dumpster, motor vehicle, trailer, camper, recreational type vehicles motorized or nonmotorized, or any other impediment, obstacle in or on the Town's right-of-way, street, alley, or parking lot that causes a hazard or impediment during snowplow operations.

12.22.040 Penalty.

It shall be unlawful for any person to violate, disobey, omit, neglect, refuse, or fail to comply with this chapter; the violation of this chapter shall be punished by a fine not exceeding the maximum penalty set forth in Chapter 1.12. Every day a violation of this chapter continues shall constitute a separate offense. In addition to any other penalties, if a person damages the Town sidewalks, curbs, trees in sidewalks or streetlights, he or she shall be totally responsible for all costs to the Town in repairing said sidewalks, curbs, trees in the sidewalks, or streetlights, and shall promptly pay the costs thereof upon notification by the Town of the cost. In the event that a person does not pay, the Town at its sole option may sue for the cost, together with reasonable costs of collection including attorney's fees, or certify to the county assessor the amount due which shall become a lien against the property if the person involved is the owner or tenant which shall be certified to the El Paso County treasurer for collection in the same manner as other general property taxes are collected.

Section 2.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Board hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3.

Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

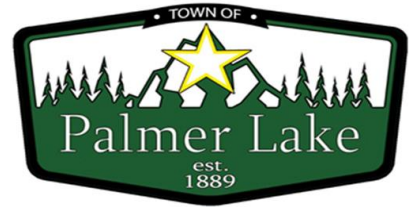
INTRODUCED, READ AND PASSED AT A FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF MARCH 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



Item 12.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|---|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Resolution to Authorize Sale of Town Property |

As previously discussed in executive session with the Board of Trustees, the Albright/Tedeschi party has agreed to the offer to purchase the vacant 25,200 sq ft town property, parcel 7105118001, at the cost of \$104,400 plus closing/filing fees and splitting the title fee. Approval of the resolution will authorize the Mayor to complete the sale.

PALMER LAKE, COLORADO

ORDINANCE NO. 9-2023

**AN ORDINANCE APPROVING AN OFFER TO
PURCHASE REAL ESTATE OWNED BY THE
TOWN OF PALMER LAKE**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Town has been offered a fair market value price to purchase public property of the Town of Palmer Lake, tax schedule ID 71051188001, vacant 25,200 sq ft parcel; and

WHEREAS, the Board of Trustees finds that this piece of public property is not currently being used or held for park or any other governmental purpose, nor will it be in the future; and,

WHEREAS, the Board of Trustees believes the sale of this real property would be in the best interest of the Town of Palmer Lake.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE AS FOLLOWS:

1. The Board of Trustees hereby approves the sale of the real property described above and hereby authorizes the Mayor to execute a contract in a form approved by the Town Attorney for the sale of said real property with a purchase price of \$104,400 and agreed to shared title costs.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

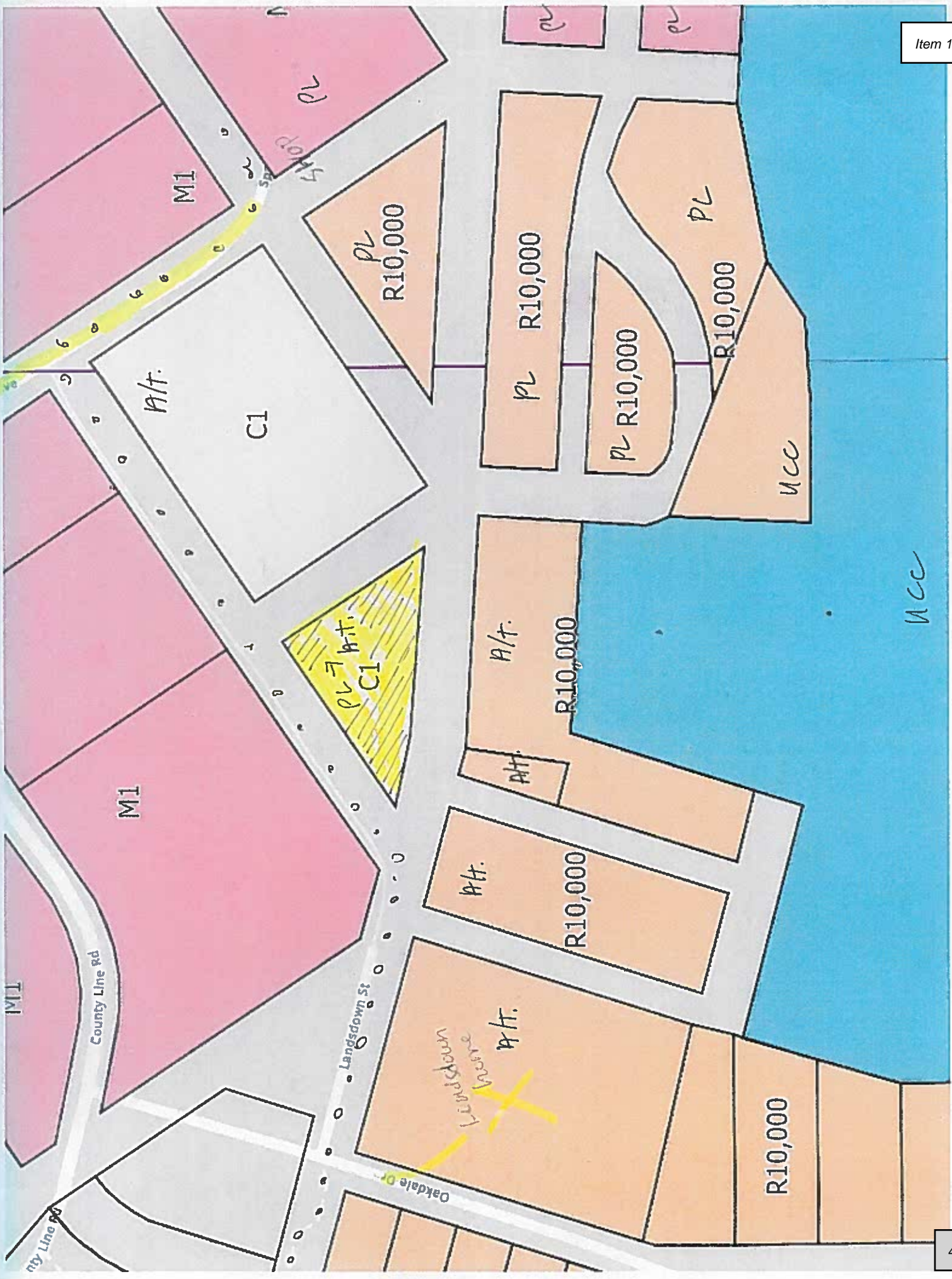
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF MARCH, 2023.

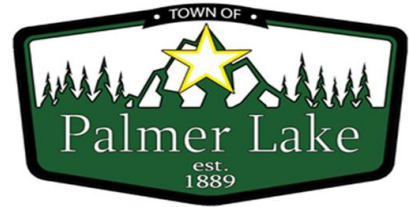
ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Glant Havenar
Mayor





Item 13.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: Resolution to Authorize Cost Reimbursement Agreement |
| Presented by: Town Administrator /Clerk | | |

As previously discussed, to cover the costs of town consultant review of development plans, the Board has directed to move forward with a cost reimbursement agreement. In all cases, these fees will be non-refundable.

A draft cost reimbursement agreement is enclosed for consideration.

Staff suggests that the Board consider adding language to the town land use code to incorporate the use of the agreement (see item 15). Further suggestion is for the Board to consider the “type” of development application - PUD, Master Plan, Subdivision, etc.

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 26-2023

A RESOLUTION TO AUTHORIZE USE OF A COST REIMBURSEMENT AGREEMENT FOR PROFESSIONAL REVIEW OF DEVELOPMENT PLANS, PALMER LAKE, COLORADO

WHEREAS, Palmer Lake is a statutory Town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

WHEREAS, the Board incurs cost of consultant review of proposed development plans; and

WHEREAS, the Board desires that the applicant be responsible for these review costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. The Board authorizes staff to utilize a cost reimbursement agreement for professional review of development plans in the Town of Palmer Lake, as described in Exhibit A enclosed.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF MARCH 2023.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk

Example: Cost Reimbursement Deposit Upfront

**TOWN OF PALMER LAKE
DEVELOPER COST REIMBURSEMENT AGREEMENT**

FOR: _____
(name of land development application)

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of _____ 20__, by and between the TOWN OF PALMER LAKE, COLORADO, a Colorado municipal corporation (the “Town”), and _____ a Colorado _____ hereinafter referred to as (the “Applicant”), and _____ as owner (“Owner”). The Town and the Applicant are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Applicant submitted an application for _____ (“Application”) pursuant to the PALMER LAKE Municipal Code (“Code”) for property situated in the County of Weld, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Applicant acknowledges that the Town will incur costs to review the Application, including but not limited to, legal publication costs, recording fees and reproduction costs; and

WHEREAS, the Applicant further acknowledges that the Town retains third-party consultants to review land use proposals, which may include, but not be limited to, engineers, surveyors, inspectors, attorneys and planners; and

WHEREAS, while the Town endeavors to keep the Town’s expenses to a reasonable and acceptable level, the actual amount is subject to factors outside the control of the Town; and

WHEREAS, the Code requires the Applicant to pay all the Town’s expenses incurred in reviewing, evaluating and processing the Application; and

WHEREAS, the Parties recognize that this Agreement will facilitate the Town’s ability to review, evaluate and process the Application and that this Agreement is mutually beneficial to the Parties; and

WHEREAS, the Parties desires to enter into this Agreement to facilitate the review, evaluation and processing of the Application.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. Recitals. The Recitals are incorporated as if fully set forth herein.

2. Funds Deposit. Upon the execution of this Agreement, the Applicant agrees to deposit with the Town the sum of \$_____ to be used to pay the Town's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants. If the Deposit is depleted, or nearing depletion, prior to the completion of the work, the Town may request, and the Applicant shall thereafter promptly deposit, additional monies with the Town in an amount required by the Town. In the event the Applicant fails to pay the additional monies within ten (10) days of the Town's request, the Town may suspend all further review and cancel any scheduled public hearings.

3. Banking and Accounting. The Town shall deposit the Deposit in a separate checking account for developer funds in its bank and shall separately account for the funds. The Town shall disburse monies from the deposited funds in payment of the Town's expenses related to the Application. Within ten (10) days of a written request by Applicant, the Town shall provide an accounting to Applicant of the funds disbursed.

4. Termination. When the review, evaluation and processing of the Application is complete or if negotiations on the Application terminate, then any monies deposited by the Applicant remaining after payment of the costs incurred by the Town shall be refunded to the Applicant without interest. Alternatively, if the Applicant has not deposited sufficient funds to cover the Town's expenses when the review, evaluation and processing of the Application is complete or negotiations terminate, then the Town may provide written notice to the Applicant of funds that are due and owing. The Applicant shall have ten (10) days after receipt of the Town's notice to pay the amount due and owing.

5. Collection of Fees and Costs. If the Applicant fails to pay the funds required herein when due, the Town may add a five percent (5%) penalty to the balance and charge interest at the rate of one and one-half percent (1½%) per month. The Town may also take those steps necessary and authorized by law to collect the fees due and shall be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of eighteen percent (18%) per annum. In its discretion, the Town may certify to the Weld County Treasurer any amount due as a lien on the property for which the Application is submitted, which lien will be due and payable with the real estate taxes for the Town if the Applicant or the Owner does not pay such amount within thirty (30) days of written request by the Town.

6. No Acquired Rights. The Applicant agrees that it does not acquire any rights by virtue of the review and evaluation of, and negotiations related to, the Application. Any and all negotiations and work on Application shall be final only upon approval by the appropriate actions of the Town Board of Trustees of the Town of PALMER LAKE and other governmental

entities having jurisdiction, upon the completion of appropriate actions of the Applicant and upon expiration of any applicable time periods required for finality under law.

7. Assignment. If Applicant sells or conveys all or any portion of the Property or any part of the Application, Applicant shall provide notice to the Town and shall assign or transfer any and all of its interests, rights or obligations under this Agreement to the purchaser or assignee.

8. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, as follows:

TO THE TOWN:
Town of PALMER LAKE
Attn: Town Administrator
223 1st Street
PALMER LAKE, CO 80615
Email: wesley@PALMER LAKEco.org

TO APPLICANT:

Email: _____

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

9. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

10. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

13. Mediation. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation. Mediation shall occur in Weld County, unless the Parties agree to a different location.

14. Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Applicant and supersede all prior negotiations, representations and agreements, whether written or oral.

15. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

16. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

17. Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF PALMER LAKE, COLORADO

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

By: _____
Wesley LaVanchy, Interim Town
Administrator

APPLICANT:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____,

20_____, by _____ as the _____ of

_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

OWNER

ACKNOWLEDGED AND AGREED TO BY OWNER:

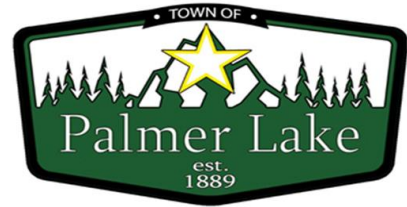
By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

DRAFT



**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Authorize CMI as Interim Planner to Review Development Plans |

Discussion took place with the Planning Commission at the February meeting regarding the consideration of utilizing a consultant planner to review proposed developments.

With approval of the cost reimbursement agreement, the cost to the town should be covered.

In this interim time before an RFP is issued for a planner consultant, staff requests utilizing Community Matters Institute (CMI), to review current plans, as they are most familiar with the land use code.

Enclosed is a service agreement at an hourly rate for review.

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 27-2023

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT WITH
COMMUNITY MATTERS INSTITUTE FOR DEVELOPMENT REVIEW (INTERIM) FOR PALMER
LAKE, COLORADO**

WHEREAS, Palmer Lake is a statutory Town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

WHEREAS, the Board requires immediate attention by review of current development plans for the benefit of the community; and

WHEREAS, Community Matters Institute (CMI) is familiar with the town land use code and is available to conduct proper review per the town land use code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. The Board authorizes the Mayor to sign the professional service agreement to utilize CMI in an interim manner to review current development plans pursuant to the enclosed agreement.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23rd DAY OF MARCH 2023.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of March 2023 by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute, a 501 (C) 3 not-for-profit (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town seeks professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for serving as the Town's interim town planner as outlined below, the Town shall pay the consultant:

At the rate of one hundred and thirty dollars (\$130) per hour for all general planning services requested by Town Staff and one hundred and fifty (\$150) for all development review

services which for the most part are passed through to an applicant based on the execution of a Invoices will be itemized and include hourly breakdown for all personnel and expenses .

B. Consultant shall submit monthly or periodic statements requesting payment. Such request shall be based upon the hours of service and related expenses performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of eight percent (8%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the services shall be complete and Consultant shall furnish the Town the final invoice for services rendered and expenses incurred.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the Town, its mayor and Town council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and Town council, its officers, agents and employees from damages to the extent caused by the negligence of the Town's mayor and Town council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the Town, its mayor and Town council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its mayor or Town council, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and Town council, officials, officers, directors, agents and employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and Town council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX,

Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.

The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Dawn A. Collins, Town Administrator / Clerk
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

1. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
2. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of

this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of El Paso, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR

UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Dawn A. Collins, Town Administrator / Clerk
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

Copy to: Matthew Z. Krob, Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

Consultant: Community Matters Institute
Attn: Barbara Cole
5021 Juniper Street
Littleton CO 80123
barbcole@communitymattersinstitute.org

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

TOWN OF PALMER LAKE, COLORADO

By: _____
_____, Mayor

CONSULTANT

By: Barbara A. Cole
Title: Executive Director, Community Matters
Institute.

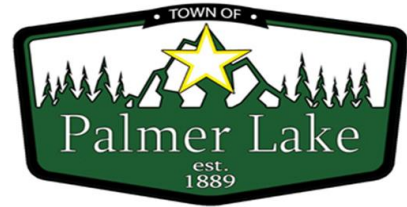
STATE OF
COLORADO)
) ss.
COUNTY OF)
EL PASO)

Subscribed and sworn to before me by _____ **(CONSULTANT)** and
_____ **(TOWN)**, who appeared personally before me this ____ day of
_____, and who did swear, affirm, certify, depose, and warrant that he/she/they have signed
the hereinabove instrument as his/her/their sui juris act and who is/are legally authorized to sign
the hereinabove instrument and do hereby attach documentary evidence of his/her/their authority
if acting on behalf of any fictitious legal entity of public or private law.

Notary

My Commission Expires: _____

(SEAL)



Item 15.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|---|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: Direction to Consider Code Amendment to Add Use of Cost Reimbursement Agreement |
| Presented by: Town Administrator /Clerk | | |

With consideration of the cost reimbursement agreement for development review, it is suggested to also add language to the land use code for the utilization of this agreement. Staff suggests that the Board consider what type of development (land use) application require the reimbursement agreement? PUD plans, Master Plan, Subdivision, etc.

PALMER LAKE, COLORADO

ORDINANCE NO. # - 2023

**AN ORDINANCE AMENDING TITLE 17 OF THE TOWN OF
PALMER LAKE MUNICIPAL CODE AND CREATING A SECTION RELATING TO
LAND USE APPLICATIONS WITHIN THE TOWN OF PALMER LAKE**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Board desires to establish regulations relating to the removal of snow and ice within the Town of Palmer Lake to ensure snow and ice removed from private property do not create a nuisance; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of protecting the health, safety, and general welfare of the citizens of the Town of Palmer Lake to adopt such regulations.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE TOWN OF PALMER LAKE, COLORADO, THAT:**

Section 1.

Amend Section 17.12.050 to include the cost reimbursement agreement, as follows:

17.12.050 Land use procedures.

- (a) The applicant shall complete an application form and tender the required application fee and sign the cost reimbursement agreement and any required deposit to the town clerk.
- (b) The town clerk, within 15 days after receipt, shall review the application for completeness with town department staff and respond to the applicant. The applicant shall be notified if the application is complete and said application will then follow the application procedures for each type of application.

Section 2.

Create Section 17.12.055 to utilize the cost reimbursement agreement, as follows:

17.12.055 Application Fees, Cost Reimbursement Agreement.

- (a) All applications submitted to the Town pursuant to this chapter are subject to a non-refundable fee to cover the cost of review by the Town and notice and publication expenses. Such fees are set by the Board of Trustees and may be amended by Resolution.

- (b) In addition to the fees provided for in subsection (a), the applicant shall enter into a cost reimbursement agreement to reimburse all of the Town’s non-staff costs and expenditures in reviewing an application including but not limited to attorney fees, consultant engineer fees, consultant surveyor fees, consultant planner fees and other hired consultants providing services to the town with respect to the application. The fee and cost reimbursement agreement are necessary to cover costs for review by and consultation with any other expert whom the Town may reasonably employ in reviewing an application.
- (c) Where the Town Administrator or Town Administrator’s designee finds it necessary for the security of the town, the Town Administrator or Town Administrator’s designee may require an applicant to deposit funds with the Town, prior to the Town considering any application pursuant to this section, to cover the anticipated costs and expenditures in reviewing the application.

Section 3.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Board hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4.

Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

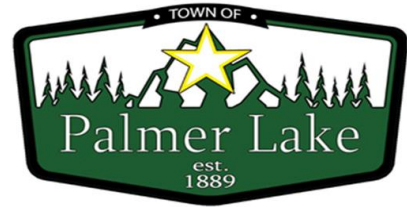
INTRODUCED, RESOLVED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF MARCH 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|---|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: Direction on Short Term Rental Code |
| Presented by: Town Administrator /Clerk | | |

The information below was previously presented at prior Board meetings. It summarizes one year of data collected since implementing the Short Term Rental code and permitting in the town of Palmer Lake. There are currently 49 licensed STR in the town –

22 owner occupied w/ 9 accessory:

| |
|---|
| Walkout basement |
| Garage & storage area conversion |
| Loft over garage |
| Apartment above garage |
| Cottage behind the main home |
| Bunk House |
| Garage conversion apartment |
| Tiny home |
| Cottage on the backside of the property |

26 non-owner-occupied w/ 3 conditional use w/ 1 accessory:

| |
|------------------------|
| Apartment above garage |
|------------------------|

As previously reviewed with the Board members, the following are areas of concern –

- 1) accessory use, as the zoning code does not define/speak to accessory dwellings. It is recommended that any accessory dwelling requires a conditional use permit going forward. Multiple units for non-owner-occupied property follow the process of conditional use. It is recommended that *any parcel with more than one dwelling should require a conditional use permit*. Further definition of an accessory dwelling could be addressed by Planning Commission as the land use code is reviewed.
- 2) consider a cap on both types of license. Currently there is a 10% cap on non-owner-occupied rentals, meaning a limit of approximately 112 licenses within the town. Staff recommendation is to reduce this number overall and establish a cap/limit for owner-occupied rentals as well. The recommended modification is 5% for non-owner and 10% for owner occupied.

Additionally discussed was the annual license fee and modifying it to the anniversary (initial application approval



date). These changes are reflected in the amended redline code with this item.

As requested by the Board, the application is included for review of the “safety affidavit” checklist.

The last section of the code provides vague language for enforcement. Currently, when a STR is not licensed but renting, staff sends a letter to the property owner including the ordinance and application packet to be completed. What next step would the Board like staff to take for compliance or enforcement of this code?

- CODE OF ORDINANCES
Title 5 - BUSINESS LICENSES AND REGULATIONS
CHAPTER 5.08. SHORT-TERM RENTALS

CHAPTER 5.08. SHORT-TERM RENTALS

5.08.010. Purpose.

The purpose of this chapter is to safeguard the public health, safety and welfare by establishing regulations to control the licensing, use, occupancy, and maintenance of short-term rental dwellings in the town.

(Ord. No. 12-2021, § 1(5.10.010), 12-9-2021)

5.08.020. Applicability and interpretation.

This chapter applies to short-term rental only, as that term is hereinafter defined, within any zone district where such use is permitted. This chapter does not apply to hotels, motels, lodges, bed-and-breakfast establishments, or long-term rental units. This chapter does not supersede any private covenants or restrictions prohibiting short-term rental units. This chapter shall not regulate a short-term rental unit during periods when the property is not being used as a short-term rental unit and is instead being used solely for personal use by the owner of such property. This chapter shall not be construed to prohibit the leasing of property within the town for more than 30 days.

(Ord. No. 12-2021, § 1(5.10.020), 12-9-2021)

5.08.030. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory dwelling unit means a constructed stand alone structure to a residence that creates a separate dwelling unit; a home addition that creates a separate living quarter; a conversion of an existing space (such as garage or basement) to a separate dwelling unit.

Lawful dwelling unit means a structure that provides complete and independent living facilities.

Local agent means a management company or individual who is identified by an applicant as the responsible agent in the application for a short-term rental license and who is available 24 hours per day, seven days per week to respond as the initial point of contact for the short-term rental unit and who is able to respond to emergencies at the short-term rental unit within one hour of the agent's receipt of notice of the emergency. The local agent may be the owner of the short-term rental unit and must have access to the short-term rental unit, authority to assume management of the short-term rental unit, and the ability to take remedial measures as necessary.

Owner means the owner of a property within the town who intends to lease or leases the property or a portion thereof as a short-term rental unit.

Owner-occupied means a property on which an owner uses a dwelling unit of any kind, or portion thereof, as the owner's legal, primary residence.

Parcel means an area of land which is capable of being described with such specificity that its location and boundaries may be established and which has been or may be developed as a single unit of land.

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Renter means the party to a lease that has obtained the temporary right to use and occupy a short-term rental unit.

Short-term rental means charging overnight lodging fee that is in increments less than 30 days.

(Ord. No. 12-2021, § 1(5.10.030), 12-9-2021)

5.08.040. License required.

It is unlawful to lease, advertise for lease, or permit the leasing of any short-term rental unit within the town without a valid license issued by the town pursuant to this chapter. A person who has obtained a license pursuant to this chapter is not required to obtain a general business license pursuant to chapter 5.04 for the same business activity.

(Ord. No. 12-2021, § 1(5.10.040), 12-9-2021)

5.08.050. Classes of licenses.

An owner must obtain a license for each short-term rental unit within the town. There shall be two separate classes of licenses available for owners to operate short-term rental units within the town:

- (1) *Class 1.* A Class 1 license is required to operate any lawful dwelling unit, or portion thereof, as a short-term rental unit on an owner-occupied property within the town.
- (2) *Class 2.* A Class 2 license is required to operate any lawful dwelling unit, or portion thereof, as a short-term rental unit on a property within the town that is not owner-occupied.

(Ord. No. 12-2021, § 1(5.10.050), 12-9-2021)

5.08.060. Application requirements.

(a) *Contents of application.* A complete application for a short-term rental license must be submitted to the town. The application shall be in writing on forms provided and approved by the town. The following documents and information must be included with the application for the application to be considered complete:

- (1) The name, address and other contact information of the owner of the short-term rental unit;
- (2) The address of the proposed short-term rental unit;
- (3) A description of the property and dwelling unit or portion thereof that will be available for lease;
- (4) The name, address, and contact information of the local agent for the proposed short-term rental unit;
- (5) A site plan that identifies the location of the trash receptacles and available parking for the proposed short-term rental unit;
- (6) An acknowledgement, signed by the owner and local agent, that the owner and local agent have read and understand all regulations pertaining to the operation of short-term rental units within the town and that, following issuance of a license, the town may contact the owner if the town deems it necessary or appropriate even if there is a separate local agent for the short-term rental unit;
- (7) Proof of ownership of the proposed short-term rental of a lawful dwelling unit;

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- (8) For owners that are business entities, proof of authorization signed by all applicable members of the business entity showing the applicant may submit a short-term rental license application on behalf of the business entity;
 - (9) A copy of a current and valid state sales tax license issued to the owner or local agent for the proposed short-term rental unit;
 - (10) A copy of a current and valid state and county sales tax and, if applicable, lodging tax license issued to the owner or local agent for the proposed short-term rental unit;
 - (11) Proof that all property tax payments for the property on which the proposed short-term rental unit is located are current;
 - (12) An affidavit, on forms provided and approved by the town, signed by the owner attesting that the short-term rental unit has appropriate safety features;
 - (13) Proof of insurance covering the proposed short-term rental unit sufficient to operate a short-term rental unit;
 - (14) A copy of a conditional use permit issued by the town, if required by [this code or](#) zoning use;
 - (15) The applicable fees as set forth in the town's fee schedule; and
 - (16) Such other information determined necessary or desirable by the town to evaluate the compliance of the application, licensed premises or proposed short-term rental activity with the requirements of this Code, including, but not limited to, proof of primary residence acceptable to the town for Class 1 license applications.
- (b) *License fee.* All fees and fines set forth in this chapter shall be set by the town board by resolution and shall be included in the town's fee schedule.
 - (c) *Parking.* Each site plan must show the parking available for the short-term rental unit, which may be on-street parking, off-street parking, or a combination of both, for the purpose of indicating to renters where parking is available during their stay. The requirement to include available parking in the site plan does not obligate the owner to provide off-street parking for renters.
 - (d) *Application meeting.* The town may require a meeting with the applicant prior to approval or denial of the license to address any issues or questions regarding the application and assist the applicant in resolving any application deficiencies.
- (Ord. No. 12-2021, § 1(5.10.060), 12-9-2021)

5.08.070. Application approval.

- (a) *Approval criteria.* Short-term rental license applications shall be reviewed and approved administratively by the town designee. The town designee is the town staff person designated by the town board and/or administrator to review applications and administer short-term rental licenses.
- (b) *Limitations.* The town designee shall not approve an application for a short-term rental license or issue a short-term rental license unless:
 - (1) The applicant has submitted a complete application, including the payment of all applicable fees, as set forth in the town fee schedule;
 - (2) The proposed short-term rental unit is within a zone district that allows short-term rental units;

- (3) The site plan and other information provided with the application show that the property is in compliance with all applicable town ordinances and all applicable regulations regarding safety, parking and trash collection; and
- (4) The applicant has obtained a conditional use permit, if ~~and as required by zoning code.~~

(Ord. No. 12-2021, § 1(5.10.070), 12-9-2021)

5.08.080. Term of license, renewal, and show cause hearings.

- (a) *Term.* Short-term rental licenses are effective for twelve (12) months from ~~May 1 until April 30 each year the date of initial approval of a STR application.~~ Applicants who apply for and obtain a new/initial short-term rental license ~~any time on or after May 1~~ shall be responsible for paying the entire license fee. ~~Any license issued after May 1 shall expire on the April 30 following the date of issuance regardless of the issuance date.~~
- (b) *Renewal.* All short-term rental licenses must be renewed annually. All renewal applications must be submitted thirty (30) days prior to ~~the anniversary date~~ April 30 each year on forms provided and approved by the town and shall be responsible for paying the entire license fee. ~~For short-term rental licenses subject to the annual cap set forth in section 5.08.090(k), a~~ All renewal applications meeting the requirements herein and submitted by the deadline set forth in this subsection, ~~with applicants~~ who are in good standing, will be approved. Notwithstanding the foregoing, any license renewal applications received more than fifteen (15) days after the ~~deadline anniversary date~~ set forth in this subsection, will be considered on a first-come, first-served basis. The town shall approve a renewal application if:
- (1) The renewal form is completed timely prior to the anniversary date and does not omit any required information;
 - (2) The license renewal fee has been paid;
 - (3) The owner or local agent has submitted a new, current safety affidavit;
 - (4) Neither the owner, the local agent, nor the short-term rental unit is currently in violation of any applicable law, rule, or regulation, including the provisions of this Code;
 - (5) The owner has not been cited by the town for, or convicted by municipal court or other court of, competent jurisdiction of more than one violation related to the owner's short-term rental unit in the last 12 months; and
 - (6) ~~For any licenses are~~ subject to the annual license cap set forth in this chapter, ~~the short-term rental unit was rented for at least 14 days during the previous license term.~~ If the short-term rental unit was not rented for at least minimum of 14 days during the previous term, the renewal application shall not be approved (evidenced by lodging fees reported). Notwithstanding the foregoing, an owner or local agent may complete a one-time affidavit of non-use declaring the reasons for failing to rent the short-term rental unit as required in this subsection. If a renewal application including such affidavit ~~affidavit~~ meets all other requirements of this Code, then the town will approve the renewal application. Affidavits of non-use will not be allowed for subsequent renewal applications.
- (c) *Show cause hearings.*
- (1) At any time during the term of a license, if the town's records show that a licensee has had at least three complaints, with each complaint related to a separate incident, concerning the operation or maintenance of the short-term rental unit brought to the attention of the town during the current license term, which complaints would each constitute a violation of this Code and have been substantiated or verified by the town, the town may notify the licensee in writing of the date and time

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established for a show cause hearing before the town board. At the show cause hearing, the licensee shall be required to show cause why its license should not be suspended or revoked. Notice of such hearing shall contain a brief description of the grounds for conducting the hearing, which shall include the list of code violations charged. The hearing shall be held no sooner than ten business days after notice has been delivered to the licensee.

- (2) At the hearing, the town shall present matters into evidence, and the licensee shall have an opportunity to present evidence on the licensee's behalf and to comment upon the evidence. The town shall furnish the licensee its decision in writing within 30 days following the hearing. In the event of suspension or revocation of the license, no portion of any licensing fees paid shall be refunded.
- (3) In all cases where the evidence presented at a show cause hearing demonstrates that a violation of this Code occurred, the town shall consider evidence and statements in mitigation and in aggravation of the violation prior to determining the appropriate penalty. Such evidence and statements may relate to and include, but shall not be limited to, the following factors:
 - a. Seriousness of the violation;
 - b. Corrective action taken by the licensee after the violation;
 - c. Prior violations at the short-term rental unit by the owner, local agent or renters and the effectiveness of prior corrective action;
 - d. Whether the violation is part of a repeated course of conduct or is an isolated occurrence;
 - e. Likelihood of recurrence;
 - f. All circumstances surrounding the violation;
 - g. Willfulness of the violation;
 - h. Length of time the license has been held by the licensee;
 - i. Previous sanctions imposed against the licensee; and
 - j. Other factors making the situation with respect to the licensee or the licensed premises unique.
- (4) The licensee shall be permitted to give evidence and statements in defense, explanation and mitigation at the show cause hearing if then prepared to do so. If such evidence is not available at the show cause hearing but can be obtained by the licensee, the licensee shall state the substance of such evidence and, upon the licensee's request, the hearing may be continued for not more than ten business days to a date certain.

(Ord. No. 12-2021, § 1(5.10.080), 12-9-2021)

5.08.090. Limitations and requirements.

- (a) *Local agent.* The local agent for a short-term rental unit shall have access to and authority to assume management of the short-term rental unit and take remedial measures as necessary. The local agent shall be available to respond to tenant or neighbor concerns regarding the property 24 hours a day, seven days a week. Local agents must respond to complaints, regardless of the source of the complaint, involving the short-term rental unit within 24 hours.
- (b) *Renter information notice.* Each short-term rental unit shall have a sign displayed in a conspicuous place within the short-term rental unit that contains the following information:
 - (1) Name and contact information of the local agent;
 - (2) The short-term rental license number;

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Recodification codified through Ordinance No. 13-2021, adopted on December 9, 2021

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- (3) The physical address of the short-term rental unit;
 - (4) The occupancy limit for the short-term rental unit;
 - (5) The available parking for the short-term rental unit;
 - (6) A statement that all vehicles must be parked in the indicated available parking spaces unless such spaces are unavailable;
 - (7) Contact information for police, fire and ambulance service in case of an emergency; and
 - (8) The location of all fire extinguishers, fire escape routes, and contact information for renters to report safety concerns.
- (c) *Occupancy limits.* The occupancy limit for each short-term rental unit shall be two persons per bedroom available for lease within the short-term rental unit and two additional persons. By way of example and not limitation, a short-term rental that has three bedrooms available for lease has an occupancy limit of six persons plus two additional persons for a total occupancy limit of eight persons.
- (d) *Parking.*
- (1) *Parking notice in advertising.* The owner shall include in all official listings of a short-term rental unit a reference to the available parking for the short-term rental unit and the location of any designated parking area or spaces.
 - (2) *Limitations.* Parking is prohibited in any landscaped area, in any manner that blocks ingress or egress for adjacent properties, or in any manner that blocks access to mailboxes of adjacent properties.
- (e) *Trash receptacles.* Each short-term rental unit shall provide trash receptacles to accommodate all garbage generated by renters. Owners shall be responsible for ensuring that all garbage is placed in covered, secured trash receptacles within 24 hours of the end of a rental period and shall ensure that all trash is collected from the short-term rental unit within seven calendar days of the end of any rental period, maintaining regular weekly trash removal.
- (f) *Safety features.* All short-term rental units must have an appropriate number of functional smoke detectors, carbon monoxide detectors, and fire extinguishers and must have adequate egress and other required safety features pursuant to applicable fire or building codes, as determined by the town fire department and set forth in the town's short-term rental safety checklist.
- (g) *Change in information.* An owner shall notify the town of any change in ownership of the property, a change in the owner's address or contact information, or any change in local agent or local agent name or contact information within five days of such change.
- (h) *Taxes.* Owners shall be responsible for making timely property tax payments for all short-term rental units, as applicable for each property. Owners shall also be responsible for keeping all applicable sales and lodging ~~tax fees and~~ licenses current.
- (i) *Notices.* Any notices or communications required or reasonably implied by this chapter may be sent to the owner and local agent by the town via U.S. mail or via electronic mail.
- (j) *Safety checks.* An owner or local agent of a short-term rental unit shall allow the town access to a licensed short-term rental unit once per year, if requested, for the purpose of verifying the information set forth in the safety features affidavit submitted with the owner's license application or renewal application. An owner or local agent shall also allow the town access to a short-term rental unit to investigate a safety complaint, if needed, about the short-term rental unit. ~~Each~~ A safety inspection check ~~shall~~ may be subject to a fee set forth in the town's fee schedule. Following a safety check, the town may provide the owner or local agent instructions on how to bring the property into compliance with this Code and a deadline for such compliance. If the town determines that the owner or local agent has not complied with the instructions by

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the compliance deadline, the owner may be subject to the suspension or revocation or denial of a renewal application, as appropriate and in accordance with this Code, of the owner's short-term rental license.

- (k) *Maximum number of licenses per year.* There shall be a maximum number of certain licenses available per year (from May 1 through April 30), which shall not exceed ~~ten-an established~~ percent of the total number of residential parcels within the town. The total number of residential parcels shall be as determined by the town using information from the El Paso County Assessor. The following types of licenses shall be subject to the cap set forth in this subsection:

- (1) ~~All~~ Class 2 licenses shall not exceed 5%; and
- (2) Class 1 licenses ~~for parcels with two or more short-term rental units on a single parcel~~ shall not exceed 10%.

~~Class 1 licenses for parcels with only one short-term rental unit are not subject to the cap set forth in this subsection. Licenses issued for owner-occupied parcels with two or more short-term rental units on a single parcel will be considered through the conditional use permit process shall count as one license toward the license cap set forth in this subsection.~~ Notwithstanding the foregoing, owners or local agents must obtain a license for each proposed short-term rental unit in accordance with this section.

- (l) *Maximum number of licenses per parcel.*

- (1) The town shall issue no more than one license per parcel, subject to the provisions of this chapter.
- (2) Parcels ~~may be~~ eligible for more than one license ~~on a case-by-case basis if the additional licenses are approved through the conditional use permit process set forth in this Code prior to issuance of a license in accordance with this chapter. Applicants seeking two or more licenses for a single owner-occupied parcel and applicants seeking three or more licenses for a single parcel that is not owner-occupied must obtain a conditional use permit from the town before the town will process any such short-term rental license application.~~
- ~~(3) The operation of two short-term rental units on a single parcel that is not owner-occupied is prohibited. In accordance with the requirements of this section, the town permits the operation and licensure of one short-term rental unit on a parcel that is not owner-occupied or may permit, following the issuance of a conditional use permit as set forth in this section, the operation and licensure of three or more short-term rental units on a single parcel that is not owner-occupied. The operation of two or more short-term rental units on a single parcel that is owner-occupied is permitted.~~

- (m) *Large gatherings.* Short-term rental units shall not be used to host large social gatherings, which shall mean a gathering of people that exceeds the maximum occupancy limit set forth in this section (i.e., not allowed to host weddings or social/commercial events).
- (n) *Nuisances.* All owners, local agents, and renters are prohibited from creating, operating, maintaining, or conducting any nuisance, as defined in sections of this Code, meaning compliance to noise, safety and public health codes.
- (o) *Eligibility.* Lawful dwelling units, including accessory dwelling units, or guest units within a dwelling unit or accessory dwelling unit, may be eligible for a short-term rental license. No vehicle or other containment shall be eligible for a short-term rental license.
- (p) *Signs.* Signs installed on a property related to the operation or management of a short-term rental unit must comply with the requirements of the town sign code set forth in this Code.
- (q) *License nontransferable.* No license granted pursuant to this chapter shall be transferable from one person to another or from one location to another. An owner that is a business entity with a short-term rental license whose membership or ownership changes must notify the town of such change and apply for a new license within 30 days of such change.

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- (r) *Limited application of certain regulations to condominium units.* Notwithstanding any provision to the contrary set forth in this chapter, the following regulations apply to condominium units:
- (1) Each condominium unit is eligible for one short-term rental license.
 - (2) Subsection (l) of this section does not apply to parcels containing condominium unit developments, and applicants seeking a short-term rental license for a condominium unit shall not be required to obtain a conditional use permit if other condominium units on the same parcel have obtained short-term rental licenses.
 - (3) All condominium units licensed as short-term rental units ~~that are not owner occupied~~ are subject to the maximum number of licenses available per year set forth in subsection (k) of this section.
 - (4) Condominium units are subject to all other provisions of this Code, as applicable.

(Ord. No. 12-2021, § 1(5.10.090), 12-9-2021)

5.08.100. Denial of application.

- (a) The town designee shall deny a short-term rental license application or renewal application for any one or more of the following reasons:
 - (1) The applicable provisions of this Code have not been met;
 - (2) The required application fees have not been paid;
 - (3) The application is incomplete or contains false, misleading or fraudulent statements;
 - (4) The owner, local agent or other agent of the owner is currently in violation of this Code or has failed to comply with any applicable requirement of this Code; or
 - (5) For renewal applications only, the owner or local agent has been convicted of more than one code violation regarding the short-term rental unit within the 12 months preceding the renewal application.
- (b) Upon determining that an application must be denied, the town designee shall send a notice of denial to the address provided by the owner. Such notice of denial shall state the reasons for denial and inform the owner of his or her right to appeal the decision.

(Ord. No. 12-2021, § 1(5.10.100), 12-9-2021)

5.08.110. Suspension or revocation of license.

- (a) *Suspension.*
 - (1) The town designee may suspend a short-term rental license upon a determination that an owner or local agent has:
 - a. Been found guilty by the municipal court of violating any provision of this chapter on more than one occasion during the term of the current license; or
 - b. Operated a short-term rental unit during the term of the current license in violation of a building, fire, health or safety code adopted by the town, which finding of violation shall be determined by an investigation by the department, division or agency charged with enforcing said code, and has failed to timely cure such violation after receipt of and in accordance with a notice of violation issued by the town.

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(2) Upon a determination that one or more of the reasons for suspension listed in subsection (a)(1) of this section has occurred, the town designee may suspend a short-term rental license for a period not to exceed one year. The town designee shall send the owner a notice of suspension. Such notice of suspension shall state the reasons for suspension, the dates during which the suspension will be effective, and inform the owner of his or her right to appeal the decision. The suspension shall remain in effect until and including the last day in the notice of suspension or until such time as the violation at issue has been corrected, whichever is later. No license shall be suspended past the license expiration date. Any owners whose licenses have been suspended until the expiration of the license must apply for renewal of the license per the renewal provisions of this chapter.

(b) *Revocation.*

- (1) The town designee shall revoke a short-term rental license upon determining that:
- a. A short-term rental license has been suspended more than once during the preceding 12 months;
 - b. An owner or local agent gave the town false, misleading or fraudulent information in the materials submitted during the application process;
 - c. An owner or local agent knowingly operated a short-term rental unit during a time when the short-term rental license was suspended; or
 - d. Any fact or condition exists that, if it had existed or had been known to exist at the time of the application for the license or renewal of the license, would have warranted the denial of the license application.
- (2) When the town designee revokes a short-term rental license, the revocation shall continue for one year from the date of revocation, the owner shall not be issued a short-term rental license during the time such revocation is effective and must submit a new license application after the revocation expires. The town designee shall send the owner a notice of revocation. Such notice of revocation shall state the reasons for revocation, the time period which the revocation is effective, and inform the owner of his or her right to appeal the decision.

(Ord. No. 12-2021, § 1(5.10.110), 12-9-2021)

5.08.120. Appeal of denial, suspension or revocation.

- (a) *Appeal.* An owner may appeal a denial of his or her application or suspension or revocation of his or her short-term rental license to the town board and shall be entitled to a public hearing before the town board. An appeal must be made in writing, stating the grounds for appeal, and delivered to the town within five business days of the date of the notice of denial, suspension, or revocation by the town designee. In the event of an appeal of a suspension or revocation decision, the owner may continue to operate the short-term rental unit during the hearing process unless the continued operation of the short-term rental unit pending resolution of the appeal will endanger the public health, safety or welfare, as determined by the town.
- (b) *Hearing.* A public hearing on the appeal shall be held within 30 days of the date the appeal was submitted to the town. At the hearing, the town board shall hear such statements and consider such evidence as is offered that is relevant to the reasons alleged for denial, suspension, or revocation. The town board shall make findings of fact from the statements and evidence offered at the hearing as to whether such reasons exist. The town board shall issue a written order either affirming or overturning the denial, suspension or revocation and stating the findings on which the board's decision is based. A copy of the order shall be sent to the owner within 30 days of the date of the hearing.

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- (c) *No refund.* In the event of suspension or revocation of a short-term rental license, no portion of the short-term rental license fee shall be refunded.

(Ord. No. 12-2021, § 1(5.10.120), 12-9-2021)

5.08.130. Violation, penalty and enforcement.

- (a) It is unlawful for any owner, local agent, other agent of the owner or renter to violate any provision of this chapter.
- (b) In addition to the suspension and revocation actions set forth in this chapter, violations of this chapter are subject to the penalties set forth in this Code.
- (c) Any violation of this chapter shall constitute a nuisance under this Code and may be subject to the abatement procedures set forth in municipal code.
- (d) This section shall not be construed to prohibit the town from taking any action permitted by law or in equity to remedy a violation of this chapter, including, but not limited to, seeking an injunction in any court of competent jurisdiction.

(Ord. No. 12-2021, § 1(5.10.130), 12-9-2021)



42 Valley Crescent
 PO Box 208
 Palmer Lake, CO 80133
 Phone: (719) 481-2953
 Fax: (719) 488-9305
www.townofpalmerlake.com

| | | |
|-----------------------------------|---------------------------------|-----------------|
| TOWN OFFICE USE ONLY | | <i>Item 16.</i> |
| Date Received: _____ | By: _____ | |
| Fee: \$ _____ | Pmt Type: _____ | |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | Date: _____ |
| Expires: _____ | By: _____ | |

TOWN OF PALMER LAKE SHORT-TERM RENTAL (STR) LICENSE APPLICATION

The following application is pursuant to Chapter 5.10 and shall be completed for all short-term rentals in the Town of Palmer Lake. Annual license is valid May 1 thru April 30 and must be renewed within 30 days prior to expiration. The total fee includes a nonrefundable \$25.00 fee for application processing, regardless of approval, denial, or applicant withdrawal. The following must be submitted for this application to be considered:

| Renewal | New Application | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Short-Term Rental Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Site plan (<i>Area drawing- shade area of guests' accommodations, common areas, trash receptacles, & parking</i>) |
| | <input type="checkbox"/> | Proof of ownership |
| | <input type="checkbox"/> | Proof of business entity (<i>Obtain from management company: i.e., Airbnb. If none, refer to Colorado STR Tax information sheet</i>) |
| | <input type="checkbox"/> | Copy of current and valid sales tax license (<i>Obtain from management company: i.e., Airbnb. If none, refer to Colorado STR Tax information sheet</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of current property tax payment |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of current insurance coverage |
| | <input type="checkbox"/> | Proof of conditional use if issued by Town |
| <input type="checkbox"/> | <input type="checkbox"/> | Acknowledgement of regulations, completed by Owner and Agent |
| <input type="checkbox"/> | <input type="checkbox"/> | Affidavit of approved safety features |
| <input type="checkbox"/> | <input type="checkbox"/> | Applicable fees |
| | <input type="checkbox"/> | Other information necessary to evaluate the property for short-term rental |

Submission of application does not guarantee approval.

Note: A minimum of 10 days is required to process this application.

LICENSE CLASS & APPLICATION FEES

| APPLICATION FEES | | | | | |
|-----------------------------------|-----------------|-------|---------------------------------------|-----------------|-------|
| Check ONE: | | | | | |
| Class 1 (Owner Occupied Property) | | | Class 2 (Non-Owner-Occupied Property) | | |
| <input type="checkbox"/> | New STR License | \$250 | <input type="checkbox"/> | New STR License | \$500 |
| <input type="checkbox"/> | Annual Renewal | \$150 | <input type="checkbox"/> | Annual Renewal | \$300 |
| Renewal License #: | | | Renewal License #: | | |

APPLICANT/PROPERTY OWNER INFORMATION

Name: _____ Phone: _____

Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Entity Name: _____

DBA (if applicable): _____

MANAGING AGENT (if applicable)

Name: _____ Phone: _____

Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

EMERGENCY CONTACTS

List up to 2 people that would be available to respond to an emergency on the property. This person must have access to property and be authorized to make decisions regarding the property in the event of an emergency.

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

SHORT-TERM RENTAL PROPERTY INFORMATION

Physical Address: _____ Zoning District: _____

City: _____ State: _____ Zip: _____

STRUCTURE TYPE (check one):

Accessory Dwelling Unit

Duplex

Mixed-Use Building

Multi-Family Building

Single-Family House

Description of Lodging Room/Space (attach additional sheets if needed):

Number of Bedrooms: _____

Will the full residential unit be rented? Yes No

If no, what portion of the residential unit will be rented? _____

SAFETY FEATURES AFFIDAVIT – SELF CHECK

Confirm and acknowledge that the short-term rental property has been inspected and meets the following requirements (check all that apply):

GENERAL INFORMATION ACKNOWLEDGEMENT

Renter Information Notice is displayed on the premise with the following information: Owner’s contact information, Agent’s contact information (if applicable), short-term rental license number, property address, occupancy limit, available parking, trash instruction, contact information for police, fire, and emergency service, location of fire extinguishers, fire escape routes, and contact information for renters to report safety concerns

INTERIOR SAFETY

- Operational fire extinguisher available and in plain view
- Operational carbon monoxide detectors are installed on each level and within 15 feet outside of sleeping rooms
- Operational smoke detectors installed in each sleeping room and immediately outside the room (i.e., a corridor, hallway, or great room) serving the sleeping rooms.
- There is at least one working bathroom including a lavatory and shower or bathtub
- Electrical system is in good condition, without exposed wiring, and extension cords are not used as permanent wiring
- Bathroom and kitchen electrical outlets are GFCI protected
- All occupied rooms have working electrical outlets and lighting fixtures
- All mechanical systems, including heating and water heating system, are maintained and operational
- All areas of the interior are sanitary and in good condition
- Any flight of stairs in excess of four (4) risers has an accessible handrail

EXTERIOR SAFETY

- Address numbers are visible from the street
- Any deck or open air landing or balcony has guard rails and capable of supporting imposed loads
- All exits, stairs, and walkways are unobstructed and will always remain unobstructed
- A minimum of two (2) safe accessible windows to allow for escape to a ground level
- A minimum of one (1) onsite, dedicated parking space
- Adequate trash and recycling containers are on the premise

I hereby certify that I have read and personally completed the property inspection for the short-term rental property listed in this application. The above items were checked and found to be in compliance with all of the Town’s code requirements.

Applicant Signature

Printed Name

Date

AFFIRMATION BY PROPERTY OWNER

Approval of this application is contingent on the following standards and criteria being met. By initialing next to each line, owner confirms the understanding of the following:

- _____ I understand that I am required to remit all applicable sales and lodging fees on a timely basis to respective agencies. If fees are not collected in any given month, I am required to file a remittance form to the Town of Palmer Lake, showing no sales or fees collected.
- _____ I understand that all advertisement associated with short-term rental will prominently display any license number issued with the approved permit application.
- _____ I understand the Town of Palmer Lake has the right to inspect my personal property for requirements for approval of this license and any subsequent renewal.
- _____ I have read and understand that I am required to comply with all sections of the Town of Palmer Lake Municipal Code section 5.10 as well as relevant regulations set forth by municipal code.
- _____ I have read and understand that the short-term rental must comply with the safety features pursuant to applicable fire and building codes, as determined by the Town fire department, and set forth in the Town’s short-term rental safety requirements.
- _____ I understand that any violations are subject to enforcement action including revocation of this short-term rental license and other applicable provisions for enforcement.
- _____ I understand that I am required to notify the Town of Palmer Lake of modification or if I choose to no longer operate a short-term rental and release my license.
- _____ I understand the Town of Palmer Lake, Colorado accepts no legal liability in connection with the approval and subsequent operation of the short-term rental. I hereby release the Town of Palmer Lake, Colorado, its employees, representatives, agents, elected and appointed officials from any and all liability in connection with the approval and subsequent operation of the short-term rental.

THIS APPLICATION HAS BEEN EXAMINED AND COMPLETED BY ME. ALL OF THE INFORMATION COMPLETED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AM AWARE OF AND FULLY UNDERSTAND THE TOWN OF PALMER LAKE REGULATIONS. BY SIGNING BELOW, I HEREBY CERTIFY THAT I AM THE PERSON WHOSE NAME APPEARS ON THIS APPLICATION AS THE APPLICANT.

Applicant Signature

Printed Name

Date

SAFETY FEATURES AFFIDAVIT – SELF CHECK

Confirm and acknowledge that the short-term rental property has been inspected and meets the following requirements (check all that apply):

GENERAL INFORMATION ACKNOWLEDGEMENT

Renter Information Notice is displayed on the premise with the following information: Owner's contact information, Agent's contact information (if applicable), short-term rental license number, property address, occupancy limit, available parking, trash instruction, contact information for police, fire, and emergency service, location of fire extinguishers, fire escape routes, and contact information for renters to report safety concerns

INTERIOR SAFETY

- Operational/current fire extinguisher available and in plain view – located here:
- Operational carbon monoxide detectors ~~are~~ installed on each level, ~~and~~ within 15 feet outside of sleeping rooms, not to exceed 2 feet above floor
- Operational smoke detectors installed in each sleeping room and immediately outside the room (i.e., a corridor, hallway, or great room) serving the sleeping rooms.
- There is at least one working bathroom including a lavatory and shower or bathtub
- Electrical system is in good condition, without exposed wiring, and extension cords are not used as permanent wiring
- Bathroom and kitchen electrical outlets are GFCI protected
- All occupied rooms have working electrical outlets and lighting fixtures
- All mechanical systems, including heating and water heating system, are maintained and operational
- All areas of the interior are sanitary and in good condition
- Any flight of stairs in excess of four (4) risers has an accessible handrail

[]Posted fire evacuation plan posted in plain view – located here:

EXTERIOR SAFETY

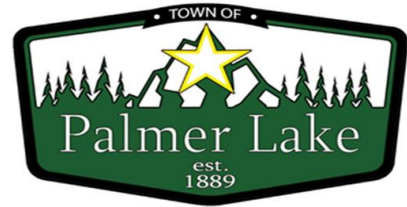
- Address numbers are visible from the street
- Any deck or open air landing or balcony has guard rails and capable of supporting imposed loads
- All exits, stairs, and walkways are unobstructed and will always remain unobstructed
- A minimum of two (2) safe accessible windows to allow for escape to a ground level
- A minimum of one (1) onsite, dedicated parking space
- Adequate trash and recycling containers are on the premise

I hereby certify that I have read and personally completed the property inspection for the short-term rental property listed in this application. The above items were checked and found to be in compliance with all of the Town's code requirements.

Applicant Signature

Printed Name

Date



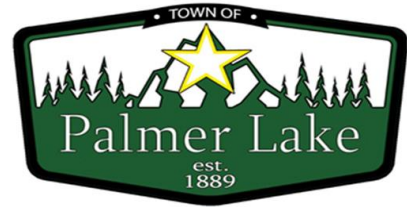
Item 17.

**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: Authorize Mayor to Sign Request letter for DOLA, EIA Funding |
| Presented by: Town Administrator /Clerk | | |

As follow up to the land use code diagnosis, staff has been discussing a DOLA fund (Energy and Mineral Impact Assistance Fund) to cover the cost of a land use code review/rewrite to be conducted with the Planning Commission. At this time, I am working with DOLA rep, Todd Leopold, to begin the grant process and it requires a request letter that should be signed by the Mayor. It shall include project scope (which is primarily provided by the code diagnosis completed by CMI), budget and timeline, financial need, project urgency and the impact to the Town.

These funds are awarded as a 50/50 match and staff will confirm funds available from Administration.



**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|---|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Discussion of Elephant Rock First Initiatives |

Pursuant to discussion at the March retreat, Board members expressed a priority of a Master Plan for the property and phasing future development. This item is for the Board to discuss and consider first initiatives for the property.

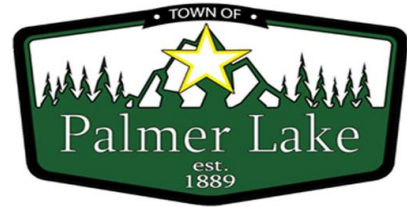
Note: a page dedicated to the activity for the Elephant Rock property has been created and concepts may be submitted for future Board review. Staff shall not open or provide tours of the property unless otherwise directed by the Board. Basic maintenance (lawn cutting) shall continue as needed.

Per CIRSA, all buildings that the public will not access should be secured (add padlock, board windows) and “no trespass” signs added.

Any additional direction should be provided to staff, such as –

- Modify outside agency training use?
- Personal property on the premises?
- Demo of any existing structures?

Upon the time that contractor work takes place on any structure, it will be required fencing the area to limit access and secure equipment/material.



**TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO**

| | | |
|---|-----------------|--|
| DATE: March 23, 2023 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Prioritize Town Business Add Regular Monthly Workshop |

To be efficient with planning and organizing Board meeting time, the following is prioritized –

Direction on water system improvement – planning for the future :: *APRIL 13 Meeting*

As a result of the PER and water accounting study previously completed by GMS, staff would like direction of the Board for the future of the water system. Additionally, this information will be necessary to incorporate in the analysis work being conducted to further determine rates needed. The first presentation will be a capital improvement plan based on needs for the future (use in budget plans).

Direction on drainage issues – planning for the future :: *APRIL 13 Meeting*

As a result of the High St Drainage Basin study, and to prepare for submittal of any grant fund opportunity, staff would like to know the direction of the Board for future drainage plans.

Town code review by section – plan for the future :: *Review as sections considered, monthly workshop (1st Thu)*

Consider ranking sections that are most important to the Board overall and schedule by quarter or month to review or review individually by section and address only areas where there are concerns. Otherwise, when sections are considered, a full review could be directed to review.

Direction and parameters on elephant rock property use – plan for the future :: *Workshop 45 min prior to mtg*

Consider laying out a very general plan and timeline for a phased approach and communicate multiple ways to public.

Amend short term rental regulations – *ongoing at regular meetings*

Anticipate distributing amended regulations to all STR.

Direction on water rate adjustment – *following completion of the analysis and input to CIP :: Q2*

Consider a public workshop for involvement once these rate scenarios are built.

Amend sign code – *following a recommendation from Planning Commission :: Q2*

Consider a public workshop once a draft revision is presented for public input.

Amend land use code - *following recommendations from Planning Commission after diagnosis and grant award*

Currently, CMI will assemble the worksheet feedback on the diagnosis to support submittal for DOLA grant funds to pay for a revision “recommendation” of land use code.

Town Department Strategic Planning – Public Works; Police; Fire; Administration :: *budget workshops (Aug)*

Consider review at early budget meetings (Aug-Sep) to share/review strategic plans with each department.

Pursuant to discussion at the March Retreat, the first Thursday of each month will be dedicated to workshop code review items.